

8820 Brookfield Avenue • Brookfield, Illinois 60513-1688 (708) 485-7344 • FAX (708) 485-4971 www.brookfieldil.gov

> VILLAGE OF BROOKFIELD BROOKFIELD, ILLINOIS 60513

BROOKFIELD VILLAGE BOARD MEETING AGENDA

Tuesday May 27, 2014 6:30 P.M.

Edward Barcal Hall 8820 Brookfield Avenue Brookfield, IL 60513

kfield, IL 60513

I. OPENING CEREMONIES:

Pledge of Allegiance to the Flag

- II. Roll Call
- III. Appointments and Presentations

Appointment - Chief Patrick Lenzi - Fire Pension Board - Term to expire 4/01/2017

- IV. PUBLIC COMMENT LIMITED TO ITEMS ON OMNIBUS AND NEW BUSINESS ON TONIGHT'S AGENDA
- V. OMNIBUS AGENDA
 - A. Approval of Minutes: Village Board Meeting Monday, May 12, 2014; Committee of the Whole Meeting, Monday, May 12, 2014.

VILLAGE PRESIDENT Kit P. Ketchmark

VILLAGE CLERK
Catherine A. Colgrass-Edwards

BOARD OF TRUSTEES Ryan P. Evans Michael J. Garvey Nicole M. Gilhooley C.P. Hall, II Brian S. Oberhauser Michelle D. Ryan

VILLAGE MANAGER Riccardo F. Ginex

MEMBER OF Illinois Municipal League Proviso Township Municipal League West Central Municipal Conference

TREE CITY U.S.A. Since 1981

HOME OF THE CHICAGO ZOOLOGICAL SOCIETY

VI. REPORTS OF SPECIAL COMMITTEES

Trustee Hall Chamber of Commerce, Finance, Public Safety and DPW

Warrant 5/26/2014

Trustee Oberhauser Library, Conservation

Trustee Gilhooley Recreation
Trustee Ryan Special Events

Trustee Evans Beautification, Administration
Trustee Garvey Planning and Zoning Commission

President Ketchmark Economic Development, Brookfield Zoo, WCMC, PZED

Clerk Edwards Aging Well Liaison

VII. New Business

A. Ordinance 2014-33 - An Ordinance Amending Section 62-95 Entitled "Permitted and Special Uses" of Division 3 Entitled "Business" of Article II Entitled "Districts" and Section 62-128 Entitled "Permitted and Special Uses" Of Division 4 Entitled "Industrial" of Article II Entitled "Districts" of Chapter 62 Entitled "Zoning" of the Code of Ordinances, Village of Brookfield, Illinois

B. Ordinance 2014-34 - An Ordinance to Approve a Final Plan for a Planned Development for the Property Located at 8934 Fairview Avenue in the Village of Brookfield, Illinois

- C. Ordinance 2014-35 An Ordinance Authorizing the Issuance of a Purchase Order for Digital Imaging Systems and Authorizing the Execution of a State and Local Government Lease-Purchase Agreement for the Village of Brookfield, Illinois.
- D. Ordinance 2014-36 An Ordinance Imposing a Temporary Moratorium on the Acceptance and Processing of Applications for and the Issuance of Zoning Approvals for Licensed Cannabis Cultivation Centers and Licensed Medical Cannabis Dispensaries in the Zoning Districts of the Village of Brookfield, Cook County, Illinois.
- E. Resolution 2014-954 A Resolution Awarding a Contract for the 2014 Ogden and Raymond Alley Reconstruction Project for the Village of Brookfield, Illinois
- F. Resolution 2014-955 A Resolution Authorizing the Issuance of a Notice of Award for the Power Supply Agreement for the Municipal Aggregation of Electric Supply for the Village of Brookfield, Illinois

VIII. Managers Report

IX. New Business, continued

- A. Resolution 2014-953 A Resolution to Approve and Authorize the Execution of a Settlement Agreement, Release, Covenant Not to Sue an Assignment by and Between the Village of Brookfield, Chicago Titles Land Trust Company and Steve Campbell
- X. Executive Session Land Acquisition/Sales, Negotiations, Litigation

XI. Adjournment

Individuals with a disability requiring a reasonable accommodation in order to participate in any meeting should contact the Village of Brookfield (708)485-7344 prior to the meeting. Wheelchair access may be gained through the police department (East) entrance of the Village Hall.

Corporate Warrant-5/26/14

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	IC FUND CHEC	KING							
<u>Check</u> 14538	05/14/2014	Open			Utility Management Refund	SZCZESNY-F, D	\$12.36		
14539	05/18/2014 Invoice	Open	Date	Description	Accounts Payable	Pro-Tech Effect Amount	\$650.00		
	051814		05/14/2014		Battle of the Bands stag		•		
14540	05/19/2014	Open			Utility Management Refund	BASENBERG-F, R	\$41.84		
14541	05/19/2014	Open			Utility Management Refund	BEDNAR, J	\$73.15		
14542	05/19/2014	Open			Utility Management Refund	BOIVIN, C, A	\$34.75		
14543	05/19/2014	Open			Utility Management Refund	BRUMM, A	\$41.84		
14544	05/19/2014	Open			Utility Management Refund	FOLLIARD, J, P	\$6.84		
14545	05/19/2014	Open			Utility Management Refund	HOLLE, A, W	\$41.84		
14546	05/19/2014	Open			Utility Management Refund	HOWARD*, N	\$69.75		
14547	05/19/2014	Open			Utility Management Refund	KENSINGTON PROPERTIES	\$72.84		
14548	05/19/2014	Open			Utility Management Refund	MILENKOVIC, D	\$13.88		
14549	05/19/2014	Open			Utility Management Refund	MISC 002, LLC	\$69.75		
14550	05/19/2014	Open			Utility Management Refund	MOLD-A-RAMA-V	\$75.00		
14551	05/19/2014	Open			Utility Management Refund	PUSATERI & WINSLOW	\$156.64		
14552	05/19/2014	Open			Utility Management Refund	SMITH PARTNERS & ASSOC	\$12.36		
14553	05/19/2014	Open			Utility Management Refund	STAVLIC, M	\$0.30		
14554	05/19/2014	Open			Utility Management Refund	WOZNIAK-F, S	\$19.23		
14555	05/24/2014 Invoice	Open	Date	Description	Accounts Payable	Kiwanis Club of Brookfield Amount	\$150.00		
	052114		05/21/2014		AA check for bike rodeo				
14556	05/26/2014 Invoice	Open	Date	Description	Accounts Payable	A & M Parts Inc. Amount	\$519.91		
	445710		05/16/2014		ional, macs battery clear				
	444443		05/19/2014	misc parts		\$278.17			
	444184		05/19/2014	oil filter		\$7.82			
	443728		05/19/2014	hal bulb		\$32.98 \$61.03			
	443334 443441		05/19/2014 05/19/2014	antifreeze, glov u-bolt	es	\$61.93 \$3.93			
	443209		05/19/2014	warning light		\$16.15			
	443065		05/19/2014	brake shoes, h	ardware kit	\$77.25			

Corporate Warrant-5/26/14

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name		Transaction Amount	Reconciled Amount	Difference
	443207		05/19/2014	safety gloves			\$12.99	•		
	441749		05/19/2014	radiator cap			\$13.38			
	443729		05/19/2014	credit-return			(\$6.50)			
	443333		05/19/2014	credit-return			(\$81.69)			
14557	05/26/2014	Open			Accounts Payable	Adventist Hinsdale Hospital		\$1,492.75		
	Invoice		Date	Description			Amount	V 1, 10±11 0		
	8730958001		05/19/2014	stress test-Mcl	Vahon		\$1,492.75			
14558	05/26/2014	0000				Aires 110A 110	7 - 7	6005.00		
14000	Invoice	Open	Date	Description	Accounts Payable	Airgas USA, LLC	A	\$325.02		
	9918382887		05/16/2014	Description welding gases			Amount \$192.02			
	9500190419		05/16/2014	fire department	cumplion		\$192.02			
			05/16/2014	nre deparamen	• •		\$133.00			
14559	05/26/2014	Open			Accounts Payable	AIS		\$8,126.00		
	Invoice		Date	Description			Amount			
	25320		05/20/2014	transfer dv tap			\$78.00			
	25605		05/20/2014		oring/maintenance softwa	are	\$3,050.00			
	26883		05/20/2014	server backup	and recovery		\$4,998.00			
14560	05/26/2014	Open			Accounts Payable	Agua Flow Plumbing		\$3,000.00		
	Invoice		Date	Description			Amount	70,000.00		
	050814		05/16/2014		bond refund-3526 Park		\$3,000.00			
14561	05/26/2014	Open		. ,	Accounts Pavable	Aramark Refreshment Service		\$34.93		
14301	Invoice	Open	Date	Description	Accounts Fayable	Aramark Retreshment Servic		Ф 34.93		
	9941884		05/16/2014	half & half			Amount \$34.93			
			03/10/2014	Hall & Hall			ФО4.9 0			
14562	05/26/2014	Open	_	_	Accounts Payable	Arp, LaVerne		\$4,000.00		
	Invoice		Date	Description			Amount			
	051914		05/19/2014	flood mitigation	prgm reimbursement		\$4,000.00			
14563	05/26/2014	Open			Accounts Payable	AT&T		\$7,027.44		
	Invoice	•	Date	Description	•		Amount	•		
	2014-0000034	40	05/20/2014	708-485-6045	·		\$122.81			
	2014-0000034	41	05/20/2014	708-485-6575			\$65.80			
	2014-0000034	42	05/20/2014	708-485-3277			\$64.82			
	2014-0000034	43	05/20/2014	708-485-2266			\$65.65			
	2014-0000034		05/20/2014	708-387-1350			\$65.97			
	2014-0000034	47	05/20/2014	708-387-2561			\$194.44			
	2014-0000034		05/20/2014	708-387-2650			\$4,475.10			
	2014-0000034		05/20/2014	708-387-2733			\$65.97			
	2014-000003	54	05/20/2014	708-485-0076			\$344.47			
	2014-000003		05/20/2014	708-485-8121			\$281.51			
	2014-000003		05/20/2014	847-734-5955			\$1,213.95			
	2014-000003	57	05/20/2014	708-485-2499			\$66.95			
14564	05/26/2014	Open			Accounts Payable	B & F Construction Code Se	rvices, Inc.	\$3,473,68		
	Invoice		Date	Description			Amount	, . ,		
	39176		05/20/2014	Project #11127	747, 3239 Oak		\$450.00			
	39174		05/20/2014		746, 9446 Henrietta		\$615.30			
	39158		05/20/2014		751, 3511 Raymond		\$450.00			
	39156		05/20/2014	•	745, 9146 Lincoln		\$550.00			
			05/20/2014	Project #11127						

Corporate Warrant-5/26/14

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
14565	05/26/2014	Open		·	Accounts Payable	Brookfield True Value Hardware	\$282.59		
	Invoice	•	Date	Description	•	Amount	•		
	87231		05/16/2014	hose nozzle		\$10.79			
	87261		05/16/2014	trimmer & swit	ch	\$29.86			
	87312		05/16/2014	weed killer		\$9.99			
	87311		05/19/2014	eyebolt, washe	ers, nut	\$1.03			
	87280		05/19/2014	1 gallon satin		\$28.99			
	87278		05/19/2014	roller sleeves		\$4.49			
	87275		05/19/2014	paint, scraper,	spackle	\$33.07			
	87260		05/19/2014	cap		\$1.34			
	87309		05/19/2014	hasp		\$6.11			
	87301		05/19/2014	nails		\$2.69			
	87290		05/19/2014	misc supplies		\$37.51			
	87270		05/19/2014			\$3.14			
	87257		05/19/2014	hinge tubs of PL375		\$17.77			
	87266				_				
			05/19/2014	3 gal semiglos		\$95.81			
14566	05/26/2014	Open			Accounts Payable	Brookfield-La Grange Park Lions Club	\$300.00		
	Invoice		Date	Description		Amount			
	050514		05/16/2014	annual awards	banquet	\$300.00			
14567	05/26/2014	Open			Accounts Payable	Burdett, James	\$4,716.60		
14007	Invoice	Орен	Date	Description	Accounts I ayable	Amount	₩ - 1,7 10.00		
	051314		05/16/2014	tuition reimbur	sement	\$4,716.60			
			03/10/2014	(d)(lon reinfloar					
14568	05/26/2014	Open			Accounts Payable	Cail One	\$375.71		
	Invoice		Date	Description		Amount			
	051514		05/20/2014	local/long dist-	1010-4340-0000	\$375.71			
14569	05/26/2014	Open			Accounts Payable	Case Lots, Inc.	\$79.60		
	Invoice	* [* * * * * * * * * * * * * * * * * *	Date	Description		Amount	*****		
	056044		05/19/2014	janitorial suppl	ies	\$79.60			
4.4570		_	• • • • • • • • • • • • • • • • • • •	ler merrer each.			00 770 00		
14570	05/26/2014	Open			Accounts Payable	CDS Office Technologies	\$2,770.80		
	Invoice		Date	Description		Amount			
	INV0839895		05/21/2014	Phase 2 softw	are inst/config	\$2,770.80			
14571	05/26/2014	Open			Accounts Payable	Chicago Int'l Trucks, LLC	\$299.88		
	Invoice		Date	Description		Amount			
	10225972		05/16/2014	cap		\$19.83			
	10226077		05/16/2014	transmtr		\$172.92			
	10225781		05/20/2014	glass		\$69.03			
	10224771		05/20/2014	sleeve		\$38.10			
4.4570		_	30,3,3				\$400.00		
14572	05/26/2014	Open	.	D	Accounts Payable	Christopher Mark Flowers	\$100.00		
	Invoice		Date Date	Description		Amount			
	341829		05/21/2014	flowers-richard	t cimbalista	\$100.00			
14573	05/26/2014	Open			Accounts Payable	Comcast	\$274.20		
	Invoice	•	Date	Description	• "	Amount			
	060614		05/20/2014	internet svc		\$139.85			
	053014		05/20/2014	internet svc-fir	e dept	\$134.35			

Corporate Warrant-5/26/14

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
14574	05/26/2014	Open			Accounts Payable	ComEd	\$321.01		
	Invoice		Date	Description		Amount			
	060214		05/19/2014	dusk to dawn I	ighting 6292126004	\$321.01			
14575	05/26/2014	Open			Accounts Payable	Community Park District of LaGrange Park	\$3,707.53		
	Invoice		Date	Description		Amount			
	050814		05/21/2014	Winter/Spring	2013 co-ops	\$3,707.53			
14576	05/26/2014 Invoice	Open	Date	Description	Accounts Payable	Constellation NewEnergy, Inc.	\$13,037.06		
	14445455		05/19/2014	street lighting	1_1D7Y_573	Amount \$13,037.06			
44577		_	00/10/2014	30 cot lighting			00 040 50		
14577	05/26/2014 Invoice	Open	Date	Description	Accounts Payable	Cook County Collector Amount	\$3,348.53		
	3730		05/20/2014		sment municipal refund	\$1,654.18			
	3731		05/20/2014		sment municipal refund	\$890.38			
	3732		05/20/2014	special assess	sment municipal refund	\$803.97			
14578	05/26/2014	Open			Accounts Payable	Costar Realty Information, Inc.	\$435.00		
	Invoice	-	Date	Description		Amount			
	102421691		05/20/2014	property profes	ssional	\$435.00			
14579	05/26/2014	Open			Accounts Payable	Danbee Plumbing Company	\$2,118.36		
	Invoice	'	Date	Description	•	Amount	,		
	1702		05/16/2014		in basement mechanical				
	1703		05/16/2014		ention in kitchen	\$256.56			
	1704		05/16/2014	roof drainage i	repairs	\$725.04			
14580	05/26/2014 Invoice	Open	Date	Description	Accounts Payable	De Lage Landen Public Finance Amount	\$2,177.00		
	2014-0000036	30	05/21/2014	copier contrac	ts	\$2,177.00			
14581	05/26/2014	Open			Accounts Payable	Delta Dental Of Illinois - Risk	\$9,217.14		
	Invoice		Date	Description		Amount			
	2014-0000035		05/20/2014	deltacare dent		\$149.08 \$2.854.48			
	2014-0000035 626321	99	05/20/2014 05/20/2014	dental insuran vision care pre		\$8,854.18 \$213.88			
		_	05/20/2014	vision care pre					
14582	05/26/2014	Open			Accounts Payable	DJ'S SCUBA LOCKER INC	\$3,264.17		
	Invoice		Date	Description		Amount			
	43021		05/19/2014	misc equipme		\$3,264.17			
14583	05/26/2014	Open			Accounts Payable	DOLEHIDE, MICHAEL	\$75.12		
	Invoice		Date	Description		Amount			
	122613		05/20/2014	reissue staled:	ated utility refund check #	\$ 13717 \$75.12			
14584	05/26/2014 Invoice	Open	Date	Description	Accounts Payable	Doty & Sons Concrete Products, Inc. Amount	\$1,417.08		
	61031		05/20/2014	MISCELLANE	ous	\$1,417.08			
11505		Onor	00.20.2011			. ,	\$22,47		
14585	05/26/2014 Invoice	Open	Date	Description	Accounts Payable	Dunbar, Linda Amount	DZZ.41		
	051514		05/16/2014		lpture display, foam core	\$22.47			

Corporate Warrant-5/26/14

lumber	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Pavec Name		Transaction Amount	Reconciled Amount	Difference
14586	05/26/2014	Open	TOTAL NOGOOD	Jointa Bate	Accounts Payable	Dynamex, inc.		\$30.24	Angant	Dillorent
	Invoice	A 14 A	Date	Description	. www.iiw i wywoio	- j. m. 11014 11101	Amount	A-M-A-VINI-L		
	1556368		05/16/2014	messenger svo			\$30.24			
		_	00/10/2011	ooogo. ore		E1.4E	Ψου	40.40 88		
14587	05/26/2014	Open			Accounts Payable	FMP		\$848.77		
	Invoice		Date	Description			Amount			
	50-837114		05/16/2014	control arm			\$318.52			
	50-831971		05/19/2014	brake kit			\$60.03			
	50-828998		05/19/2014	brake pads, rot			\$232.86			
	50-816227		05/19/2014		ro batt PP54 UN279		\$541.08			
	50-817131		05/19/2014	credit-return			(\$86.03)			
	50-Y00423		05/19/2014	credit-return			(\$96.00)			
	50-831738		05/19/2014	credit-return			(\$121.69)			
14588	05/26/2014	Open			Accounts Payable	Foster's Truck Repair		\$60.00		
	Invoice		Date	Description		· · · · · · · · · · · · · · · · · · ·	Amount	******		
	28698		05/19/2014	vehicle maint			\$60.00			
4.500		_	00/10/2011	VOINGIO TILINITE			Ψ00.00	****		
14589	05/26/2014	Open	 .	.	Accounts Payable	G & L Trophies & Gifts		\$311.40		
	Invoice		Date	Description			Amount			
	16104		05/19/2014	awards & engr	aving		\$311.40			
14590	05/26/2014	Open			Accounts Payable	Galls/Quartermaster		\$341.89		
	Invoice	·	Date	Description	•		Amount			
	1952566		05/21/2014		raincoats, safety vests		\$341.89			
14591	05/26/2014	Open			,	Crainger		\$234.99		
14091	1nvoice	Open	Date	Description	Accounts Payable	Grainger	Amariat	\$254.99		
	9428089172		05/19/2014	cordless impac	st alais so a lait		Amount \$234.99			
			05/15/2014	cordiess impac			₹234.33			
14592	05/26/2014	Open			Accounts Payable	Groot Industries, Inc.		\$126,041.12		
	Invoice		Date	Description			Amount			
	CR124331		05/19/2014	dumping charg	jes		\$12,068.10			
	10108072		05/19/2014	yard waste			\$21,851.97			
	10108071		05/19/2014	residential pick	up May 2014		\$92,121.05			
14593	05/26/2014	Open			Accounts Payable	Hancock Engineering		\$37,116.00		
14000	Invoice	Орол	Date	Description	Accounts t ayable	riancock Engineering	Amount	ψο1,110.00		
	14-0239		05/20/2014	Kiwanis Park C	`oneta iction		\$632.50			
	14-0238		05/20/2014		ents-4000 block Raymo	nd/Madison	\$1,230.00			
	14-0240		05/20/2014		nue Bridge Scour Analys		\$244.00			
	14-0241-3		05/20/2014		shed Management Ordin		\$244.00			
	14-0241-3		05/20/2014	2014 Street Im	•	iance	\$27,690.00			
	14-0241-1		05/20/2014	8832 Congress			\$687.00			
	14-0241-1		05/20/2014		Ave Improvements		\$366.00			
			05/20/2014	Kiwanis Park 0			\$3,442.50			
	14-0045									
	14-0043		05/20/2014	Kiwanis Park li	mprovements		\$2,580.00			
14594	05/26/2014	Open			Accounts Payable	Health Endeavors, SC		\$410.00		
	Invoice		Date	Description			Amount			
	3688		05/19/2014	physical/stress	test-Teska		\$410.00			
14595	05/26/2014	Open		* *	Accounts Payable	House of Doors, Inc.		\$1,215.66		
14000	Invoice	Орен	Date	Description	Accounts Fayable	riouse of Doors, inc.	Amount	ψ1 ₁ £10.00		
	HIVOICE		レぬけ	Describitori			AHOUHL			

Corporate Warrant-5/26/14

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name		Transaction Amount	Reconciled Amount	Difference
14596	05/26/2014	Open			Accounts Payable	Ilico Inc.	•	\$87.24		
	Invoice	·	Date	Description			Amount			
	2345236		05/19/2014	misc parts			\$87.24			
14597	05/26/2014	Open			Accounts Payable	IRMA		\$6,122.58		
	Invoice	о ро	Date	Description	71000011101 ayabio	11 3000 3	Amount	Ψ0, 122.00		
	13281		05/16/2014	april deductible	· · · · · · · · · · · · · · · · · · ·	9	6,122.58			
14598	05/26/2014	0	33.73.237.				,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	£4.000.40		
14580	Invoice	Open	Date	Description	Accounts Payable	J & L Electronic Service, Inc.	Amarini	\$1,030.40		
	87775G		05/16/2014	monitor trouble	shooting		Amount \$105.00			
	87777G		05/16/2014	video card repl			\$925.40			
4.4500		_	00/10/2014	video card repi			4323,40			
14599	05/26/2014	Open	- .		Accounts Payable	J.G. Uniforms, Inc.		\$150.00		
	Invoice		Date	Description	<u>-</u>		Amount			
	33869		05/20/2014	custom molle v	est cover		\$150.00			
14600	05/26/2014	Open			Accounts Payable	Kara Co Inc.		\$100.80		
	Invoice		Date	Description			Amount			
	299863		05/19/2014	paint white reg	ul. survey marking		\$100.80			
14601	05/26/2014	Open			Accounts Payable	Koch, Chad		\$849.60		
	Invoice	~ p	Date	Description	, loodanto i ajabio	.,, 5	Amount	ψ0-10.00		
	140512		05/21/2014	winter session	2 voqa/tai chi		\$849.60			
14602	05/26/2014	Occa			· -	I K Eiro Evilina dinha Cardan	•••••	\$444.45		
14002	Invoice	Open	Date	Description	Accounts Payable	L-K Fire Extinguisher Service	A	\$444.45		
	66184		05/19/2014	fire extinguishe	or maint		Amount \$103.50			
	66173		05/19/2014	fire extinguishe	si ilialili		\$68.50			
	66172		05/19/2014	fire ext maint			\$272.45			
4.4000			00/10/201 4	ine extinent			Ψ212.40			
14603	05/26/2014	Open	- .	.	Accounts Payable	La Grange Pk Ace Hardware		\$122.56		
	Invoice		Date OF (40/2014	Description			Amount			
	52992 52007		05/19/2014	mulch			\$3.99			
	52997 53004		05/19/2014	mulch			\$35.91			
	53016		05/19/2014 05/19/2014	edging cleaning suppl	ios		\$8.99 \$36.85			
	53104		05/19/2014	snap trigger ke			\$7.18			
	53290		05/19/2014	misc supplies	sy mig		\$7.63			
	53375		05/19/2014	cleaning suppl	ies		\$22.01			
44004		_	00,10,2011	orogramia coppi			422.0 .	0.170.00		
14604	05/26/2014	Open	5 .4	D ' ''	Accounts Payable	Lehigh Hanson		\$478.30		
	Invoice 5411875		Date 05/19/2014	Description			Amount			
			05/19/2014	street materials			\$478.30			
14605	05/26/2014	Open			Accounts Payable	Lenartson, Ann		\$73.72		
	Invoice		Date	Description			Amount			
	05142014		05/21/2014	Ballet Elem			\$73.72			
14606	05/26/2014	Open			Accounts Payable	Lewis University		\$2,400.00		
	Invoice	•	Date	Description	•	•	Amount			
	051414		05/19/2014	tuition reimbur	sement-Robbins		2,400.00			
14607	05/26/2014	Open			Accounts Payable	LexisNexis Risk Data Manager		\$100.00		
14007	Invoice	Open	Date	Description	Accounts a ayable	LONGITONG ITIGK Data Manager	Amount	Ψ100.00		
	1465957-201	10/130	05/16/2014	monthly subsc	rintion fee		\$100.00			

Corporate Warrant-5/26/14

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
14608	05/26/2014	Open			Accounts Payable	Madison National Life Insurance Co.	\$679.29		
	Invoice	•	Date	Description		Amo			
	2014-000003	35	05/16/2014	ins adm fees		\$679	0.29		
14609	05/26/2014	Open			Accounts Payable	Marsala Corporation	\$351.80		
	Invoice		Date	Description		Amo	ount		
	20845		05/20/2014	heater repairs		\$351	.80		
14610	05/26/2014	Open			Accounts Payable	Megapath	\$523.25		
14010	Invoice	оро	Date	Description	, 1000ania 1 ayaan	Amo	·		
	48904259		05/20/2014	Internet service)	\$523			
14611	05/26/2014	Open			Accounts Payable	Midwest Meter Inc.	\$1,816.96		
14011	Invoice	Open	Date	Description	Accounts t ayable	Amo	· ·		
	0055168-IN		05/20/2014	water meters		\$1,816			
14010	05/26/2014	0			Assaunta Davabla		\$32.00		
14612	105/26/2014 Invoice	Open	Date	Description	Accounts Payable	Midwest Orthopaedics at Rush Amo			
	4348		05/16/2014	drug screen-Be	enhenek		2.00		
			03/10/2014	arag screen-be		•			
14613	05/26/2014	Open	5 .	B	Accounts Payable	NICOR	\$540.03		
	Invoice		Date 05/20/2014	Description svc @ 4301 El		Amo	7.58		
	060914 060614		05/20/2014	svc @ 4501 El		\$253			
	060214		05/20/2014	svc @ 4525 Et		\$218			
			03/20/2014	310 @ 30-10 111	•				
14614	05/26/2014	Open	D-4-	Danadakan	Accounts Payable	Nutoys Leisure Products	\$7,500.00		
	Invoice 41139		Date 05/20/2014	Description	4	Amo \$4,433			
	41139 41140		05/20/2014	park equipmen park equipmen		\$4,433 \$3,067			
		_	03/20/2014	paik equipmen		, ,			
14615	05/26/2014	Open	<u>.</u> .		Accounts Payable	Pam Powers	\$241.45		
	Invoice		Date	Description	1-	Amo			
	051414		05/16/2014	project nice too					
14616	05/26/2014	Open			Accounts Payable	Passport Parking, LLC	\$162.50		
	Invoice		Date	Description		Amo			
	1385		05/16/2014	April 2014 mot	oile pay	\$162	2.50		
14617	05/26/2014	Open			Accounts Payable	Pezdek, Mary	\$162.00		
	Invoice		Date	Description		Amo			
	051514		05/21/2014	picnic refund		\$105			
	051514a		05/21/2014	refund-spanish	n for adults		7.00		
14618	05/26/2014	Open			Accounts Payable	Pinner Electric, Inc.	\$2,934.81		
	Invoice		Date	Description			ount		
	24445		05/20/2014	street lighting		\$2,934	1.81		
14619	05/26/2014	Open			Accounts Payable	Polich, Tyler	\$30.00		
	Invoice	,	Date	Description			<u>ount</u>		
	050514		05/20/2014	CDL reimburse	ement	\$30	0.00		
14620	05/26/2014	Open			Accounts Payable	Portable John, Inc.	\$617.72		
	Invoice	- p	Date	Description	·	· ·	ount		
	A-192306		05/16/2014	svc @ Kiwanis	Park	\$346	5.50		
	A-192157		05/20/2014	svc @ Ehlert F		\$27	1.22		

Corporate Warrant-5/26/14

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name		Transaction Amount	Reconciled Amount	Difference
14621	05/26/2014	Open			Accounts Payable	Prairie Material		\$925.00		
	Invoice	•	Date	Description	•		Amount			
	885527973		05/20/2014	street materials	>		\$925.00			
14622	05/26/2014	Open			Accounts Payable	Precision Cartridge		\$1,920.00		
17022	Invoice	Open	Date	Description	Accounts r ayable	r recision cartrage	Amount	\$1,320.00		
	1142		05/16/2014		/TCJ, 223 REM 55GR F	M.I	\$1,920.00			
4.4000		^	33, 13,2311	10/200 01.7111			Ψ1,020.00	0		
14623	05/26/2014	Open	D-4-	Danadatian	Accounts Payable	Priority Print	A	\$519.00		
	Invoice 20140415		Date 05/21/2014	Description envelopes for v	obiala atialyana		Amount \$439.75			
	20140415									
			05/21/2014	business cards			\$79.25			
14624	05/26/2014	Open			Accounts Payable	QScend		\$7,300.00		
	Invoice		Date	Description			Amount			
	6232		05/20/2014	QAlert system/	mobile app/installation/tr	aining	\$7,300.00			
14625	05/26/2014	Open			Accounts Payable	Quarry Materials, Inc.		\$1,247.73		
	Invoice	•	Date	Description	,	,	Amount	, .,		
	49346		05/16/2014	N50 D Surface)		\$160.16			
	49298		05/16/2014	N50 D surface	/binder		\$268.99			
	49312		05/16/2014	N50 D surface	/binder		\$338.10			
	49272		05/20/2014	N50 D Surface)		\$232.96			
	49282		05/20/2014	N50 D Surface)		\$247.52			
14626	05/26/2014	Open			Accounts Payable	Ray O'Herron Co., Inc.		\$482.84		
	Invoice	- pu	Date	Description	riobbarito i dyddio	110, 0110,1011 00., 1110.	Amount	¥ (02.0)		
	1427129-IN		05/16/2014	range supplies			\$137.99			
	1426572-IN		05/16/2014	instant shine, r			\$131.85			
	1425994-IN		05/16/2014	streetgear gab			\$213.00			
14627	05/26/2014	Open		0 0	•	Davisa Anthony		\$304.00		
14027	Invoice	Ореп	Date	Description	Accounts Payable	Reyes, Anthony	Amount	\$304.00		
	13-14		05/16/2014	vision care rein	nhurcoment		\$304.00			
		_	03/10/2014	VISION CALE IEIN			\$304.00			
14628	05/26/2014	Open			Accounts Payable	Ricmar Industries		\$194.73		
	Invoice		Date	Description			Amount			
	318000		05/16/2014	FD supplies			\$194.73			
14629	05/26/2014	Open			Accounts Payable	Rippon, Karen		\$39.00		
	Invoice		Date	Description	•		Amount			
	051514b		05/21/2014	refund-PS Art	& Movement, Hugo Gibs	ion	\$39.00			
14630	05/26/2014	Open			Accounts Payable	Riverside Manufacturing Co.		\$162.74		
1-1000	Invoice	Орон	Date	Description	7 tooosiito i ayabio	ravoroide indiradadaning oo.	Amount	ψ10 2 .7-1		
	5313059-001		05/16/2014	navy trousers			\$162.74			
4 4004		•	56/15/2511	nary a daedro		(S. 1.1.)	4 (02	0400.70		
14631	05/26/2014	Open	5.4.	5	Accounts Payable	Robbins, Michelle	A	\$106.76		
	Invoice		Date 05/20/2014	Description	L		Amount			
	051414		05/20/2014	education reim			\$106.76			
14632	05/26/2014	Open			Accounts Payable	Robert A. Marshall, MD		\$50.00		
	Invoice		Date	Description			Amount			
	042114		05/20/2014	exam-McMaho	n		\$50.00			

Corporate Warrant-5/26/14

	B-4-	04.4		Reconciled/	•	-	Transaction	Reconciled	
ımber	Date Date	Status	Void Reason	Voided Date	Source	Payee Name	Amount	Amount	Differer
4633	05/26/2014	Open	5.4	.	Accounts Payable	Runnion Equipment Company	\$13.53		
	Invoice 128196		Date	Description		Amo	ount		
	128196		05/20/2014	misc parts		\$13	3.53		
4634	05/26/2014	Open			Accounts Payable	Scout Electric Supply Co.	\$263.20		
	Invoice		Date	Description			ount		
	156053		05/20/2014	misc supplies		\$263	3.20		
4635	05/26/2014	Open			Accounts Payable	Special T Unlimited	\$96.00		
	Invoice		Date	Description		•	ount		
	11402		05/20/2014	t-shirts			3.00		
4636	05/26/2014	Open			Accounts Payable	Staples Advantage	\$166.17		
4030	Invoice	Open	Date	Description	Accounts rayable	Staples Advantage Amo			
	3230288372		05/16/2014	creamer			4. 9 9		
	3230288371		05/16/2014	particulate resp	nirator		3.98		
	3230288370		05/16/2014	labels	ni utoi		2.19		
	3231030829		05/20/2014	office supplies			5.01		
4007		_	00,20,2011	omeo cappileo					
4637	05/26/2014	Open	D-t-	B	Accounts Payable	Suburban Laboratories, Inc.	\$705.00		
	Invoice		Date	Description			<u>ount</u>		
	111953		05/20/2014	colitorm preser	nce/absence for IEPA	\$705	5.00		
4638	05/26/2014	Open			Accounts Payable	Suburban Truck Parts	\$27.29		
	Invoice		Date	Description			<u>ount</u>		
	13266		05/20/2014	Air Sfty RS		\$27	7.29		
4639	05/26/2014	Open			Accounts Payable	Third Millennium Associates, Inc	\$536.94		
	Invoice		Date	Description	•	Amo	ount		
	16954		05/16/2014	water bills-A 4/	30/14, D 5/13/14	\$536	6.94		
4640	05/26/2014	Open			Accounts Payable	Thompson Elevator Inspection Servi	ice \$343.00		
1010	OO/EO/EO	Opon			Accounts 1 dyablo	Inc.	φο _{πο.ου}		
	Invoice		Date	Description			ount		
	14-1372		05/20/2014		tions & certificates	\$343			
4641	05/26/2014	Open		•	Accounts Payable		\$169.00		
4041	Invoice	Орен	Date	Description	Accounts Payable	Thomson Reuters - West			
	829570386		05/21/2014	IL vehicle code	2014	\$169	ount a nn		
		_	03/21/2014	IL VEHICLE CODE		,			
4642	05/26/2014	Open			Accounts Payable	Unifirst Corporation	\$165.21		
	Invoice		Date Date	Description			ount		
	1949142		05/20/2014	laundry service		\$165	5.21		
4643	05/26/2014	Open			Accounts Payable	Vermont Systems, Inc	\$300.00		
	Invoice		Date	Description		Amo	<u>ount</u>		
	42842		05/16/2014	phone training	for webtrac	\$300	0.00		
4644	05/26/2014	Open			Accounts Payable	Village of Downers Grove	\$1,042.80		
	Invoice		Date	Description			ount		
	093810		05/20/2014	medical insura	nce premium	\$1,042			
ACAE		0000			•	· •			
4645	05/26/2014	Open	Doto	Docariation	Accounts Payable	Village of Romeoville Fire Academy	\$3,520.00		
	Invoice		Date 05/16/2014	Description	ns-Andel & Wonsowski	Amo	ount 0.00		
	2014-150		05/16/2014		IS-AITUEL & WORSOWSKI				
	2014-161		05/20/2014	VMO May 5-9		\$2,670	0.00		

Corporate Warrant-5/26/14

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name		Transaction Amount	Reconciled Amount	Difference
14646	05/26/2014	Open	101411040011	70.000 20.0	Accounts Payable	Wednesday Journal		\$209.00	Amount	Difference
	Invoice		Date	Description	<u>, </u>		Amount	•		
	14160105		05/16/2014	project nice ne	wspaper ad		\$125.00			
	051414		05/20/2014	public notice			\$84.00			
14647	05/26/2014	Open			Accounts Payable	Wentworth Tire Service		\$914.82		
	Invoice	·	Date	Description	•		Amount			
	432727		05/16/2014	road svc/punct	ure repair		\$169.99			
	432610		05/20/2014	tires			\$252.59			
	432862		05/20/2014	tires			\$492.24			
14648	05/26/2014	Open			Accounts Payable	West Cook County Solid V Agency	Waste	\$22,088.61		
	Invoice		Date	Description		3,	Amount			
	3364-IN		05/20/2014	disposal/adm f	ees-April 2014		\$22,088.61			
14649	05/26/2014	Open			Accounts Payable	Wholesale Direct Inc.		\$547.78		
	Invoice	·	Date	Description			Amount	******		
	207348		05/16/2014	led-x, exterior li	ght-amber		\$372.54			
	207233		05/20/2014	refl.assy.corne	r-mt,sngl		\$175.24			
Type Check <u>EFT</u>	Totals:				112 Transactions		_	\$316,403.63		_
194	05/16/2014	Open			Accounts Payable	Village of Brookfield		\$333,871.19		
	Invoice		Date	Description		9	Amount	*****		
	2014-000003	37	05/16/2014	salaries			\$333,871.19			
195	05/16/2014	Open			Accounts Payable	Village of Brookfield		\$12,562,46		
	Invoice	·	Date	Description	<u>, </u>		Amount			
	2014-000003	38	05/16/2014	fica/medicare			\$12,562.46			

Corporate Warrant-5/26/14

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source		Payee Name	Transaction Amount	Reconciled Amount	Difference
196	05/16/2014 Invoice	Open	Date	Description	Accounts Payab	ole	Village of Brookfield Amount	\$219.84		
	2014-000003	39	05/16/2014	payroll-sui			\$219.84			
Type EFT To	otals: .IC FUND CHEC	VINC Tatala			3 Transactions		-	\$346,653.49		
FFC-FUBL	IC FUND CHEC	KING TOLAIS		Checks	Status	Count	Transaction Amount	Re	econciled Amount	
				***************************************	Open	112			\$0.00	
					Reconciled	0	\$0.00		\$0.00	
					Voided	0	\$0.00		\$0.00	
					Stopped	0			\$0.00	
					Total	112			\$0.00	
				EFTs	Status	Count	Transaction Amount	Re	econciled Amount	
					Open	3			\$0.00	
					Reconciled	0	*		\$0.00	
					Voided	0			\$0.00	
					Total	3	\$346,653.49		\$0.00	
				All	Status	Count		Re	econciled Amount	
					Open	115			\$0.00	
					Reconciled	0			\$0.00	
					Voided	0			\$0.00	
					Stopped _	0			\$0.00	
rand Tota	ıls:				Total	115	\$663,057.12		\$0.00	
714114 1 044				Checks	Status	Count		Rec	onciled Amount	
					Open	112			\$0.00	
					Reconciled	0			\$0.00	
					Voided	0			\$0.00	
					Stopped	0	¥+1**		\$0.00	
					Total	112		_	\$0.00	
				EFTs	Status	Count		Rec	onciled Amount	
					Open	3			\$0.00	
					Reconciled	0	*		\$0.00	
					Voided _	0		· · · · · · · · · · · · · · · · · · ·	\$0.00	
					Total	3	•	_	\$0.00	
				All	Status	Count		Rec	onciled Amount	
					Open	115			\$0.00	
					Reconciled	0	* * * * * * * * * * * * * * * * * * * *		\$0.00	
					Voided	0	\$0.00		\$0.00	
					Stopped	0	\$0.00		\$0.00	
					Total	115	\$663,057.12		\$0.00	

ORDINANCE NO. 2014 - 33

AN ORDINANCE AMENDING SECTION 62-95 ENTITLED "PERMITTED AND SPECIAL USES" OF DIVISION 3 ENTITLED "BUSINESS" OF ARTICLE II ENTITLED "DISTRICTS" AND SECTION 62-128 ENTITLED "PERMITTED AND SPECIAL USES" OF DIVISION 4 ENTITLED "INDUSTRIAL" OF ARTICLE II ENTITLED, "DISTRICTS" OF CHAPTER 62 ENTITLED "ZONING" OF THE CODE OF ORDINANCES, VILLAGE OF BROOKFIELD, ILLINOIS

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 27th DAY OF MAY 2014.

Published in pamphlet form by authority of the Corporate Authorities of Brookfield, Illinois, the 27th day of May 2014.

ORDINANCE NO. 2014 - 33

AN ORDINANCE AMENDING SECTION 62-95 ENTITLED "PERMITTED AND SPECIAL USES" OF DIVISION 3 ENTITLED "BUSINESS" OF ARTICLE II ENTITLED "DISTRICTS" AND SECTION 62-128 ENTITLED "PERMITTED AND SPECIAL USES" OF DIVISION 4 ENTITLED "INDUSTRIAL" OF ARTICLE II ENTITLED, "DISTRICTS" OF CHAPTER 62 ENTITLED "ZONING" OF THE CODE OF ORDINANCES, VILLAGE OF BROOKFIELD, ILLINOIS

WHEREAS, pursuant to Division 13 of the Illinois Municipal Code (65 Illinois Compiled Statutes 5/11-13-1, et seq.), and pursuant to the applicable provisions of Chapter 62 entitled "Zoning" of the Code of Ordinances, Village of Brookfield, Illinois, the Petitioner, the Village of Brookfield, Illinois (the "Village") has filed an Application requesting an amendment to Section 62-95 entitled "Permitted and Special Uses" of Division 3 entitled "Business" of Article II entitled "Districts" of Chapter 62 entitled "Zoning" of the Code of Ordinances, Village of Brookfield, Illinois, to add the use "Fraternal Organizations" as a permitted use and an amendment to Section 62-128 entitled "Permitted and Special Uses" of Division 4 entitled "Industrial" of Article II entitled "Districts" of Chapter 62 entitled "Zoning" of the Code of Ordinances, Village of Brookfield, Illinois, to add the use "Fraternal Organizations" as a permitted use;

WHEREAS, notice of a public hearing was published in *The Riverside-Brookfield Landmark* on April 9, 2014, fifteen (15) to thirty (30) days prior to the date of the hearing, in conformity with requirements of Chapter 62 entitled "Zoning" of the Code of Ordinances of Brookfield Illinois; a public hearing was held on the Zoning Variance Application on April 24, 2014, at 6:30 p.m. before the Village of Brookfield Planning and Zoning Commission, at which time the Planning and Zoning Commission reviewed all relevant staff reports and all required Text Amendment Application materials, took sworn testimony and accepted evidence pertaining to the Text Amendment Application

for consideration of the requested text amendment; and all persons who desired to be heard on the matter were heard;

WHEREAS, the Planning and Zoning Commission, having duly considered the question of amending Section 62-95 entitled "Permitted and Special Uses" of Division 3 entitled "Business" of Article II entitled "Districts" of the Code of Ordinances, Village of Brookfield, Illinois, to add the use "Fraternal Organizations" as a permitted use and amending Section 62-128 entitled "Permitted and Special Uses" of Division 4 Entitled "Industrial" of Article II entitled "Districts" of Chapter 62 entitled "Zoning" of the Code of Ordinances, Village of Brookfield, Illinois, to add the use "Fraternal Organizations" as a permitted use, has caused a written report of its determination and recommendation approving the text amendment to be submitted to the Corporate Authorities of the Village and which is attached hereto as Exhibit "A";

WHEREAS, based on the evidence presented at the hearing, the Village Planning and Zoning Commission found that the proposed text amendment is compatible with the other permitted uses in the C-4 Local Retail District and the I-1 General Light Industrial District and that it protects the public health, safety, convenience and general welfare of the community; and

WHEREAS, the President and Board of Trustees of the Village (the "Corporate Authorities"), having reviewed all materials relevant to the Text Amendment Application and the recommendations of Village Staff and the Planning and Zoning Commission, find that all requisite conditions for the text amendment have been met by the Petitioner and that it is in the best interests of the Village that the text amendment be approved;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Brookfield, Cook County, Illinois:

<u>Section 1</u>. Recitals. The Corporate Authorities hereby incorporate the foregoing preamble clauses into this ordinance and adopt and make the determinations as hereinabove set forth.

<u>Section 2</u>. Findings. The Corporate Authorities hereby find that the proposed text amendment is compatible with the other permitted uses in the C-4 Local Retail District and the I-1 General Light Industrial District and that it protects the public health, safety, convenience and general welfare of the community.

<u>Section 3</u>. Amendment of Section 62-95. Section 62-95 entitled "Permitted and Special Uses" of Division 3 entitled "Business" of Article II entitled "Districts" of Chapter 62 entitled "Zoning" of the Code of Ordinances, Village of Brookfield, Illinois, as amended, is hereby further amended to read as follows:

Sec. 62-95. Permitted and special uses.

Except as specifically limited or regulated elsewhere in this chapter, uses not specifically listed shall be considered special uses and may be considered for establishment under the provisions of article VIII of this chapter. Permitted and special uses are set forth in the table in this section. Permitted uses are shown with the symbol "X," special uses are shown with the symbol "S," uses not allowed are shown with the symbol "N."

USES

District Designation:	C-1	C-2	C-3	C-4	C-5	C-6
AGRICU	LTURE	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				
Feed and grain sales	Х	N	N	N	N	N
Greenhouse/garden store, retail	Х	X	X	X	X	Х
Kennel/boarding (outside runs)	N	N	N	N	N	N
Animal grooming/care (short-term care)	Х	s	N	N	N	N
Veterinary clinic	Х	N	N	N	N	N
AUTOM	OTIVE	· · · · · · · · · · · · · · · · · · ·				
Commercial ambulance service/garage	N	N	N	N	N	N
Automobile rental	Х	N	N	N	N	N
Automobile repair, wholly enclosed (body, engine, frame, etc.)	s	N	S	N	N	S
Automobile repair, open-air exterior storage (body, engine,	N	N	N	N	N	N

frame, etc.)						
Automobile, open-air storage of wrecked/damaged vehicles	N	N	N	N	N	N
Automobile sales, showroom	X	N	N	N	N	N
Automobile sales, outdoor sales lot	x	N	N	N	N	N
Automobile service, interior/accessory parts (tire, muffler, quick lube, etc.)	X	N	N	N	N	N
Automobile storage, outdoor, impound/wreck storage	N	N	N	N	N	N
Boat/RV sales, no outdoor storage	N	N	N	N	N	N
Boat/RV sales, with outdoor storage	s	N	N	N	N	N
Carwash, manual or automated	x	N	N	N	N	N
Garage, truck/bus	N	N	N	N	N	N
Gasoline service station, full service	X	N	N	N	N	N
Gasoline station/pumps only (mini-mart)	Х	N	X	x	N	Х
Mobile home sales	N	N	N	N	N	N
Motorbike/motorcycle, showroom/service	X	N	N	N	N	N
Taxìcab garage/service	N	N	Ν	N	N	N
Trailer/truck rental, 16,000 lbs. or less	X	N	N	N	N	N
Trailer/truck rental, more than 16,000 lbs.	N	N	N	N	N	N
Truck sales, showroom	Х	N	N	N	N	N
COMMERCIAL F	RECRE	ATION				
Billiard parlor	X	s	s	N	N	N
Bowling alley	X	X	s	N	N	N
Club, private indoor, fraternal/veteran	s	X	s	N	N	N
Dance hall/ballroom, except adult dance hall	x	X	s	N	N	N
Health club/gymnasium	X	X	s	N	N	N
Miniature golf	X	s	N	N	N	N
Motion picture theater, except adult motion picture theater	X	s	s	N	N	N
Park, commercial for-profit	N	N	N	N	N	N
Rink, roller, skating, skateboard	s	S	N	N	N	N
Swimming pool, indoor—private	s	X	N	N	N	N
Swimming pool, outdoor—private	N	N	N	N	N	N
Tennis, racquetball club	S	S	N	N	N	N
Theater, enclosed (live), except adult theater	s	S	S	N	N	N
Trampoline center	X	s	N	N	N	N
COMMERCIA	L SERV	/ICE				
Advertising agency	X	Х	×	N	×	N
Auction house	s	s	s	N	N	N
Blacksmith shop	N	N	N	N	N	N
Blueprint/copy shop, print shop, sign shop	Х	s	X	X	N	N
Business machine repair	Х	S	s	s	s	N

Cable TV satellite receiver facility	x	s	N	X	N	N
Dry cleaning, nonretail	N	N	N	N	N	N
Exterminating/fumigating	s	N	N	N	N	l _N
Fuel, ice, coal, wood sales	N	N	N	N	N	N
Furniture repair/refinishing	x	s	s	N	N	N
Laundry, nonretail	s	N	N	N	N	N N
Mail order house	x	N N	s	N N	N	N
	N	N	s	N N	N N	N
Mobile/telephone relays	X	s	s	N N	N	IN
Newspaper publisher	X	s	X	N N	N	N
Office equipment supplies	^ X	s	s	N	- IN	N
Radio/television studio	^ X	s	X	X	N N	N
Real estate office	-	X	^X	^ x	X X	X
Software/computer service, internet provider, web design	X X	X	<u>^</u> x	^ x	<u>^</u>	N N
Stenographic service			<u>^</u>	^ N	N	N
Tree trim/yard maintenance	N	N	<u>{</u>			N N
Window cleaning service	X	S	S	X	N N	N N
Wholesaling commercial/retail products	S	N	X	N	N	IN
CONSTRU		1	1	1		
Building material, fabrication, storage, distribution in conjunction with both wholesale and retail sales	S	N	N	N	N	N
Electrical fixtures—retail	x	s	N	X	N	N
Electrician/electrical contractor, no outdoor storage of material or equipment	X	S	X	X	X	X
Fence sales and material storage—retail	N	N	N	N	N	N
Heating, air conditioning, ventilation contractor, no outdoor storage of material or equipment	X	S	X	X	X	X
Kitchen/bath, remodeling showroom	X	N	N	X	N	N
Mirror, glass sales and refinishing	Х	N	N	x	N	N
Plumber/plumbing contractor, no outdoor storage of material or equipment plumbing supplies and fixture sales	X	N	N	X	N	N
Pump sales—retail	X	N	N	x	N	N
EDUCAT	TONAL					
College, university, junior college	s	S	N	N	N	N
Commercial/trade school	Х	S	N	N	N	N
Day care/nursery school	s	Χ	X	s	N	s
Tennis/racquetball club	Χ	s	N	N	N	N
Theater, enclosed	X	s	s	N	N	N
FINAN	ICIAL	·····				
Financial institution, with drive-up	Х	s	s	X	N	N
Automatic teller, walk-up	Х	s	x	İx	S	S
Bank, savings and loan, savings bank	Х	s	X	X	N	N

Credit union	X	s	Х	X	N	N
Currency exchange	x	s	Х	X	N	N
Personal loan agency	N	s	s	Х	N	N
FOOD SI	ERVICE					
Automat, vending machines outside	s	N	N	N	N	N
Automat, vending machines inside	X	X	Х	N	N	N
Cafeteria	Х	Х	Х	X	N	N
Carry-out food service	x	X	X	N	N_	N
Catering service	X	X	Х	x	X	N
Coffee shop, specialty, no on-site roasting	X	X	Х	×	X	X
Drive-in food service	X	X	S	X	N	N
Frozen food locker	N	N	S	N	N	N
Ice cream/yogurt shop	X	Χ	X	X	N	N
Outdoor cafe	X	S	s	X	N	N
Restaurant	X	s	Х	X	N	N
Soft drink stand	X	s	S	X	N	S
Tavern	Х	S	X	x	N	N
Night club/discotheque, except adult club or discotheque	s	N	s	N	N	N
HEALTH	CARE					ALIENS OF STREET
Child care institutions	N	N	N	N	N	N
Hospital	N	N	N	N	N	N
Medical/dental laboratory	Х	N	S	X	N	N
Mental health clinic	N	N	N	N	N	N
Nursing home	S	N	N	N	N	N
Professional doctor's office/clinic	X	Х	X	x	N	s
Sheltered care home	N	s	N	N	N	N
OFF						
(Note: Each use is shown twice; once for the first flo		T	···	T		
Accounting, bookkeeping, tax service (first floor)	X	S	X	X	X	X
Accounting, bookkeeping, tax service (above first floor)	X	S	X	X	X	X
Employment office (first floor)	S	N	<u> </u> S	X	X	X
Employment office (above first floor)	S	s	X	X	X	X
General or professional offices (first floor)	Х	S	X	X	X	X
General or professional offices (above first floor)	X	X	X	X	X	S
Insurance office/agency (first floor)	Х	X	X	X	X	X
Insurance office/agency (above first floor)	Х	X	X	X	X	N
Insurance claim office (first floor)	S	X	X	X	X	N
Insurance claim office (above first floor)	Х	X	X	X	X	N
Manufacture's agent (first floor)	X	s	X	X	X	X
Manufacture's agent (above first floor)	Х	Х	X	X	X	X

Office, administrative/executive (first floor)	x	s	x	X	X	x
Office, administrative/executive (above first floor)	x	s	х	x	×	Х
Stockbroker (first floor)	x	S	s	Х	X	s
Stockbroker (above first floor)	x	x	Х	x	x	s
Telegraph office (first floor)	s	×	Х	×	X	N
Telegraph office (above first floor)	x	x	Х	×	Х	N
Telephone solicitation (first floor)	N	N	N	N	x	N
Telephone solicitation (above first floor)	x	Х	Х	X	X	N
Ticket office (first floor)	X	Х	X	N	N	N
Ticket office (above first floor)	X	×	Х	N	N	N
Title office (first floor)	x	s	Х	X	Х	X
Title office (above first floor)	Х	Х	Х	Х	x	Х
Travel agency (first floor)	×	X	Х	X	X	N
Travel agency (above first floor)	X	X	X	X	X	N
Utility office (first floor)	X	X	Х	Х	X	N
Utility office (above first floor)	X	Х	Х	x	X	N
PERSON	AL SERVIC	ES				
Barber shop	x	X	Х	X	X	Х
Bed and breakfast	N	s	s	X	N	N
Beauty salon, nail salon	×	X	X	×	X	Х
Catalog sales office	X	Х	X	X	N	N
Clothes, pressing and repair	Х	Х	Х	×	X	Х
Day care, adult	N	s	N	N	N	S
Day care, child	N	s	s	s	N	s
Dressmaker, seamstress	×	Х	X	×	×	Х
Funeral home, mortuary	X	s	N	×	N	N
Health club, except adult health club	x	s	X	N	N	N
Hotel	s	s	s	N	N	N
Interior decorating	X	X	X	X	x	Х
Laundry and dry cleaning/dyeing—retail	Х	Х	X	X	X	N
Locksmith	Х	Х	Х	X	X	N
Motel	s	S	S	X	N	N
Pawn shop	N	N	X	X	N	N
Photography studio	Х	Х	X	Х	Х	S
Reading room	Х	S	S	x	N	S
Reducing salon, masseur, masseuse, steam bath	N	S	N	N	N	N
Shoe repair	X	X	Х	X	Х	X
Tailor	X	Х	Х	X	Х	Х
Tanning salon	X	Х	×	X	×	N

Taxidermist (as part of sporting goods store only)	X	N	X	X	N	N
eaching studio (e.g., dance, music)	Х	X	Х	X	N	s
/ideo rental/repair, except adult video rental	X	S	Х	X	N	N
Weaving/mending, custom	Х	Х	X	X	X	Х
PUBLIC	C FACILITIE	S				
Cemetery/mausoleum	N	N	N	N	N	N
Social service agencies, offices and facilities	X	S	N	N	N	N
Township, county, state offices	s	S	s	N	N	S
Museum	s	S	s	N	N	S
Post office	X	s	X	X	N	S
Zoos	N	N	N	N	N	N
PUBLIC	RECREATION	N				en southern de la grand de
Auditorium	N	N	S	N	N	N
Community center	N	s	S	N	N	N
Fraternal Organizations	N	N	N	x	N	N
Gymnasium	N	S	s	N	N	N
Park	N	s	S	N	X	S
Playground	N	s	s	N	N	S
Sports arena	N	N	S	N	N	N
Stadium	N	N	S	N	N	N
Swimming pool, indoor	N	S	S	N	N	N
Tennis/racquetball courts, indoor	N	S	S	N	N	N
Tot lot	N	S	s	N	N	S
RE	ELIGIOUS		and the color has able of the best of the best of the color of the col	The second section of the second section of the second section of the second section s		
Church/place of worship	N	S	s	N	N	N
	SIDENTIAL					
Apartment hotel	N	s	s	N	N	N
Apartment hotel, above first floor only	S	Х	s	N	N	N
Boarding house	N	s	S	N	N	N
Multiple-family, four dwelling units or less	N	X	s	N	N	N
Multiple-family, five to 21 dwelling units	N	Х	X	N	N	N
Multiple-family, 21 to 50 dwelling units	N	Х	X	N	N	N
Multiple-family, above first floor only	Х	X	X	Х	Х	X
Single-family detached dwelling units	N	N	N	N	N	N
Tourist home	N	s	N	N	N	N
Townhomes, four dwelling units or less	N	s	S	N	N	N
Townhomes, five to eight dwelling units	N	s	s	N	N	N
Two-family structures	N	s	N	N	N	N

	RETAIL SALES			···		
Antique sales	X	Х	Х	Х	N	Х
Appliance sales	x	X	X	X	N	N
Army-Navy surplus	s	N	s	X	N	N
Art galleries, studio, sales	İx	Х	×	X	N	N
Art supply store	İx	Х	X	X	N	S
Auto accessory store	X	Х	X	X	N	N
Bakery	X	Х	х	X	N	N
Bicycle shop	Ìx	Х	X	x	N	s
Bookstore, except adult bookstore	×	Х	X	x	N	Х
Camera shop	x	Х	X	Х	N	S
Carpet and tile store	X	Х	X	X	N	N
Cigar, cigarette, tobacco store	X	S	İx	Х	N	N
Clothing store	X	X	X	X	N	N
Craft supply sales	X	X	X	×	N	S
Craft supply sales, on-site teaching	İx	Х	X	X	N	N
Department store	Х	X	Х	X	N	N
Drug store/pharmacy	X	Х	×	X	N	N
Dry goodsretail	Х	Х	X	x	N	N
Fish market	X	Х	X	×	N	N
Florist	Х	Х	×	X	N	N
Fruit/vegetable store—retail	Х	Х	x	X	N	N
Furniture sales, new	Х	X	X	N	N	N
Furniture sales, used	Х	N	N	N	N	N
Gift shop	X	X	×	X	N	X
Grocery store, convenience type	Х	Х	X	X	N	Х
Grocery store, supermarket	Х	Х	x	X	N	N
Hardware store—retail	X	x	x	x	N	N
Health food store	x	X	X	X	N	N
Hearing aid sales	X	X	X	X	N	N
Hobby shop	X	Х	x	x	N	s
Household furnishings	X	X	x	N	N	N
Jewelry—retail	X	X	X	Х	N	S
Jewelry, custom, wholesale and retail	X	X	X	X	N	X
Jewelry, custom, wholesale and retail	X	X	X	Х	N	X
Junior department/variety store	Х	X	Х	Х	N	N
Leather goods	X	X	X	Х	N	S
Liquor store	X	X	X	Х	N	N
Magazine/newsstand	X	х	x	N	N	N

Meat market	X	X	X	X	N	N
Music, instrument, records	Х	x	Х	X	N	S
Tape/CD sales	Х	Х	Х	X	N	X
Music, instruments and teaching	X	Х	Х	×	N	x
Paint and wallpaper store	X	X	X	×	N	N
Pet shop	X	s	Х	×	N	X
Picture frame shop	x	s	Х	X	N	S
Secondhand store	s	N	Х	N	N	N
Souvenir curio, collectible shop (e.g., stamps, coins, trading cards, comics)	X	S	X	X	N	X
Sporting goods	X	Х	X	×	X	S
Stationery, card shop	x	×	Х	X	N	N
Swimming pools, hot tubs and accessories	Х	Х	Х	X	N	N
Toy store	Х	Х	X	X	N	N
Typewriter/computer store	X	Х	X	x	N	N
Watch, clock, sales/repair	X	X	Х	X	X	X
TRANSPOR	RTATIC	Ν				
Parking garage, public	Х	Х	Х	X	N	N
Parking lot, public	Х	Х	Х	X	N	N
Warehouse, storage	S	N	N	N	N	N

<u>Section 4.</u> Amendment of Section 62-128. Section 62-128 entitled, "Permitted and Special Uses" of Division 4 Entitled "Industrial" of Article II entitled "Districts" of Chapter 62 entitled "Zoning" of the Code of Ordinances, Village of Brookfield, Illinois, as amended, is hereby further amended to read as follows:

Sec. 62-128. Permitted and special uses.

Except as specifically limited or regulated elsewhere in this chapter, uses not specifically listed shall be considered special uses and may be considered for establishment under the provisions of article VIII of this chapter. Permitted and special uses are set forth in the table in this section. Permitted uses are shown with the symbol "X," special uses are shown with the symbol "S," uses not permitted within a district are shown with the symbol "N."

USES

District Designation:	I-1	I-2		
AGRICULTURE				
Feed and grain	X	N		

Greenhouse/garden store—retail	X	N
Kennel/breeding (outside runs)	s	N
Animal grooming/care (short-term care)	s	N
Veterinary clinic	S	N
AUTOMOTIVE		
Automobile rental	x	N
Automobile repair, wholly enclosed (e.g., body, engine, frame)	x	N
Automobile repair, open-air storage of wrecked/damaged vehicles	s	N
Automobile sales (showroom)	s	N
Automobile sales (outdoor sales lot)	s	N
Automobile service, interior/accessory parts (tire, muffler, quick lube, etc.)	x	N
Automobile storage, outdoor (impound/wreck storage)	s	N
Boat/RV sales (no outdoor storage)	X	N
Boat/RV sales (with outdoor storage)	s	N
Carwash, manual or automated	X	N
Commercial ambulance service/garage	X	N
Garage, truck/bus	x	N
Gas station, full service	x	N
Gas station, pumps only (mini-mart)	Х	N
Mobile home sales	X	N
Motorbike/motorcycle, showroom and service	X	N
Taxicab garage/service	X	N
Trailer rental	x	N
Truck rental	X	N
Truck sales, showroom	X	N
COMMERCIAL RECREATION		
Health club/gymnasium	S	N
Miniature golf	S	N
Park, commercial for-profit	s	N
Rink, roller, skating, skateboard	s	N
Swimming pool, indoor—private	s	N
Tennis, racquetball club	s	N
Theater, enclosed (live)	s	N
COMMERCIAL SERVICE		
Blacksmith shop	s	N
Dry cleaning, nonretail	X	N
Exterminating/fumigating	X	N
Fuel, ice, coal, wood sales	İs	N
Furniture repair/refinishing	x	N

Laundry, nonretail	X	N
Mail order house	S	N
Newspaper publisher	S	N
Office equipment/supplies	X	N
Radio/television studio	X	S
Recording studio	X	S
Tree trim/yard maintenance	X	N
Wholesaling commercial/retail products	X	N
Window cleaning service	X	N
Cable TV satellite receiver facility	X	X
Mobile/telephone phone relays	<u> </u> x	X
CONSTRUCTION		
Building materials, fabrication, storage distribution in conjunction with both wholesale and retail sales	X	N
Electrical fixtures—retail or wholesale	X	N
Fence sales and material storage—retail or wholesale	x	N
Kitchen/bath remodeling showroom	X	N
Mirror, glass sales and refinishing	x	N
Plumbing supply and fixture sales	X	N
Pump sales retail or wholesale	x	N
Roofing supplies contractor	x	N
FINANCIAL		
Automatic teller, walk-up	X	N
FOOD SERVICE		an and the state of the state o
Automat, vending machines outside	s	N
Automat, vending machines inside	Х	N
Cafeteria	s	N
Carry-out food service	x	N
Catering service	S	N
Drive-in food service	S	N
Frozen food locker	x	N
Soft drink stand	s	N
HEALTH CARE		
Medical/dental laboratory	s	N
INDUSTRIAL		
Custom building, wholly enclosed	x	X
Light assembly and fabrication	х	X
Cartage/hauling	х	N
Heavy construction contractors, no open-air storage	x	X
Heavy construction contractors, outdoor/screened storage	N	X

Electrical component manufacturing and assembly	\X	X
Metal product fabrication	X	X
Packaging of goods and materials produced or manufactured off-site	X	X
Specialty contractors (not listed elsewhere, no open-air storage)	X	X
Sugar/sweetener processing and packaging	N	X
Tool and die, industrial molds	X	x
OFFICE		
Engineering office, first floor or above	X	N
Insurance claim office, first floor or above	X	N
Manufacture's agent, first floor or above	X	N
Office, administrative/executive, first floor or above	X	N
Professional offices, above first floor only	s	N
PERSONAL SERVICES		
Barber shop	s	N
Beauty salon, nail salon	s	N
Health club	S	N
Laundry, cleaning and dyeing—retail	S	N
Reducing salon, masseur, steam bath	S	N
PUBLIC FACILITIES		
Cemetery/mausoleum	S	N
Township, county, state offices	S	S
PUBLIC RECREATION		
Auditorium	S	N
Fraternal Organizations	X	N
Sports arena	S	N
Stadium	S	N
Swimming pool, indoor	S	N
Tennis/racquetball courts, indoor	s	N
RETAIL SALES		
Grocery store, convenience	s	N
Swimming pool, hot tub and accessories	X	N
TRANSPORTATION		
Parking garage, public	X	N
Parking lot, public, for-profit	X	N
Warehouse, storage	X	N

Section 5. Severability. If any provisions or portion of this ordinance or its application to any person, entity or property is held invalid, such invalidity shall not

affect the application or validity of any other provisions or portions of this ordinance; and, to that end, all provisions and portions of this Ordinance are declared to be severable.

<u>Section 6</u>. Effective Date. This ordinance shall take effect ten days (10) days following its passage, approval and publication in pamphlet form.

ADOPTED this 27th day of May 2014 pursuant to a roll call vote as follows:

AYES:	
NAYS:	
ABSENT:	
ABSTENTION:	
APPROVED by me this 27th day of Ma	ay 2014.
	Kit P. Ketchmark, President of the Village of Brookfield, Cook County, Illinois
ATTESTED and filed in my office, and published in pamphlet form this 27th day of May 2014.	
Catherine Colgrass-Edwards, Clerk of	the Village

of Brookfield, Cook County, Illinois

Exhibit "A"

DETERMINATION AND RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION

From:

Village of Brookfield Planning and Zoning Commission

To:

President and Board of Trustees of the Village of Brookfield, Illinois

Re:

PZC 14-05 - Fraternal Organization Text Amendment

Petitioner: Village of Brookfield

Text Amendment Application requesting an amendment to Section 62-95 entitled "Permitted and Special Uses" of Division 3 entitled "Business" of Article II entitled "Districts" and Section 62-128 entitled "Permitted and Special Uses" of Division 4 entitled "Industrial" of Article II entitled "Districts" of Chapter 62 entitled "Zoning" of the Code of Ordinances, Village of Brookfield, Illinois.

Notice of a public hearing was published in *The Riverside-Brookfield Landmark* on April 9, 2014, fifteen (15) to thirty (30) days prior to the date of the hearing in conformity with requirements of Chapter 62 entitled "Zoning" of the Code of Ordinances of Brookfield, Illinois; a public hearing was held on the Text Amendment Application on April 24, 2014, at 6:30 p.m. before the Village of Brookfield Planning and Zoning Commission, at which time the Planning and Zoning Commission reviewed all relevant staff reports and all required Text Amendment Application materials, took sworn testimony and accepted evidence pertaining to the Text Amendment Application for consideration of the requested text amendment; and all persons who desired to be heard on the matter were heard.

The Planning and Zoning Commission, having duly considered the question of approval of the proposed text amendment, has caused this written report of its determination and recommendation approving the preliminary plan of the planned

development and the requested zoning variations to be submitted to the Corporate Authorities of the Village as follows:

Based on the evidence presented at the hearing, the Village of Brookfield Planning and Zoning Commission finds that the proposed text amendment is compatible with the other permitted uses in the C-4 Local Retail District and the I-1 General Light Industrial District and that it protects the public health, safety, convenience and general welfare of the community and recommends approval for amending Section 62-95 entitled "Permitted and Special Uses" of Division 3 entitled "Business" of Article II entitled "Districts" to add the use "Fraternal Organizations" as a permitted use and amending Section 62-128 entitled "Permitted and Special Uses" of Division 4 entitled "Industrial" of Article II entitled "Districts" of Chapter 62 entitled "Zoning" of the Code of Ordinances, Village of Brookfield, Illinois, to add the use "Fraternal Organizations" as a permitted use.

ORDINANCE NO. 2014 -34

AN ORDINANCE TO APPROVE A FINAL PLAN FOR A PLANNED DEVELOPMENT FOR THE PROPERTY LOCATED AT 8934 FAIRVIEW AVENUE IN THE VILLAGE OF BROOKFIELD, ILLINOIS

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES THE 27th DAY OF MAY 2014

Published in pamphlet form by authority of the Corporate Authorities of Brookfield, Illinois, the 27th day of May 2014.

ORDINANCE NO. 2014 - 34

AN ORDINANCE TO APPROVE A FINAL PLAN FOR A PLANNED DEVELOPMENT FOR THE PROPERTY LOCATED AT 8934 FAIRVIEW AVENUE IN THE VILLAGE OF BROOKFIELD, ILLINOIS

WHEREAS, the property which is legally described in Exhibit "A" attached hereto and made a part hereof (the "Subject Property") is presently zoned C-3 Centralized Commercial District and abuts property on all sides presently zoned C-3 Centralized Commercial District;

WHEREAS, following a duly noticed public hearing before the Planning and Zoning Commission on February 11, 2014, the Village of Brookfield Planning and Zoning Commission caused a written report of its determination and recommendation for approval of the preliminary plan of the planned development and the requested zoning variations on the Subject Property to be submitted to the President and Board of Trustees (the "Corporate Authorities") of the Village of Brookfield, Illinois (the "Village") and on March 10, 2014, the Corporate Authorities of the Village, having duly considered the question of preliminary approval of the planned development and preliminary approval of the requested zoning variations, after making the requisite findings of fact, preliminarily approved the planned development and the requested zoning variations on the Subject Property, subject to certain conditions as set forth in Ordinance No. 2014-11 entitled *An Ordinance to Approve a Preliminary Plan for a Planned Development for the Property Located at 8934 Fairview Avenue in the Village of Brookfield, Illinois*;

WHEREAS, pursuant to Division 13 of the Illinois Municipal Code (65 Illinois Compiled Statutes 5/11-13-1, et seq.), and pursuant to the applicable provisions of Chapter 62 entitled "Zoning" of the Code of Ordinances of Brookfield, Illinois, the

Petitioner, RMG Realty Group, LLC (the "Petitioner"), has filed, within twelve (12) months of the preliminary approval of the planned development, a Final Planned Development Application requesting a Special Use Permit for a planned development of a three (3) story, nine (9) dwelling unit residential building of 10,816 square feet and with a dwelling unit mix of three (3) one (1) bedroom and six (6) two (2) bedroom dwelling units with size ranging from 693 square feet to 1,287 square feet with all units having private balconies and the entire building having an automatic fire sprinkler suppression system supported by the materials required to be submitted under Section 62-822(b)(12) of the Code of Ordinances of Brookfield, Illinois for the Subject Property;

WHEREAS, notice of a public hearing was published in *The Riverside-Brookfield Landmark* on April 9, 2014; notice of a public hearing was posted on a sign on the Subject Property; the Petitioner notified neighboring property owners within 250' of the Subject Property fifteen (15) to thirty (30) days prior to the date of the hearing in conformity with requirements of Chapter 62 entitled "Zoning" of the Code of Ordinances of Brookfield Illinois; a public hearing was held on the Final Planned Development Application requesting a Special Use Permit on April 24, 2014, at 6:30 p.m. before the Village Planning and Zoning Commission, at which time the Planning and Zoning Commission reviewed all relevant staff reports, all required Preliminary Planned Development Application materials, took sworn testimony and accepted evidence pertaining to the Final Planned Development Application and all persons who desired to be heard on the matter were heard;

WHEREAS, the Planning and Zoning Commission, having duly considered the question of final approval of the planned development has caused a written report of its

determination regarding the final plan of the planned development to be submitted to the Corporate Authorities of the Village and which is attached hereto as Exhibit "B";

WHEREAS, based on the evidence presented at the hearing, the Corporate Authorities made the following findings of fact on the Final Planned Development Application, which are summarized as follows:

- 1. The proposed planned development is compatible with the goals and objectives of the Brookfield 2020 Master Plan, as amended, because the Comprehensive Plan identifies the site as "public/semi-public"; and the proposed planned development addresses several goals and objectives of the Comprehensive Plan particularly the first objective of "Improve the image and appearance of all commercial areas with particular emphasis on the appearance of buildings, signage, site landscaping and streetscape amenities" in the category entitled "Village Image, Design and Identity" of the Comprehensive Plan.
- 2. The proposed planned development promotes high standards in design, site planning and construction because the proposal is consistent with development in the Village, provided that modifications to the design and landscaping as provided herein are incorporated.
- 3. The proposed planned development provides a safe and desirable environment because the proposed planned development creates no unsafe or secluded areas, and the design and location of the building on the proposed planned development make it an active part of the neighborhood.
- 4. The proposed planned development provides for adequate open space for recreation and other community and/or development needs. The proposal provides for adequate, however minimal, open space and landscape in terms of community development needs. The proposal can provide adequate landscaping by properly curbing landscape islands and implementing a landscape treatment.
- 5. The proposed planned development presents a creative and workable approach in land development. The proposed planned development is very close to demonstrating creativity and workability. The construction of multi-family housing adjacent to the Village's downtown core is a proposal that the Village has not seen for several years and is consistent with well-conceived land development planning.

- 6. The design of the proposed planned development is compatible with adjacent properties and the adjacent neighborhood. However, a concern is the zero-lot-line development, although this development is not uncommon in the C-3 Centralized Commercial District.
- 7. The proposed planned development provides for land use, both initial and potential, which will be compatible with existing surrounding land uses.
- 8. By virtue of its benefits to the Village and its unique and creative design, the proposed planned development justifies the intended variations from the strict interpretation of the Village's zoning ordinance and justifies the special use requested.
- 9. The proposed planned development provides proper safeguarding conditions offered by the Petitioner or determined by the Planning and Zoning Commission and allows the proposal to meet the intents, purposes and standards established for the zoning district and or zoning districts in which it is intended to be located.
- 10. The proposed planned development protects the public health, safety, convenience and general welfare of the community by providing development in accordance with the 2020 Master Plan.

WHEREAS, the following standards have been met and proved by the Petitioner concerning the Final Planned Development Application:

- The proposed planned development is compatible with the goals and objectives of the Brookfield 2020 Master Plan, as amended.
- 2. The proposed planned development promotes high standards in design, site planning and construction.
- 3. The proposed planned development provides a safe and desirable environment.
- The proposed planned development provides for adequate open space for recreation and other community and/or development needs.
- The proposed planned development presents a creative and workable approach in land development.
- 6. The design of the proposed planned development is compatible with adjacent properties and the adjacent neighborhood.

- 7. The proposed planned development provides for land use, both initial and potential, which will be compatible with existing surrounding land uses.
- 8. By virtue of its benefits to the Village and its unique and creative design, the proposed planned development justifies the intended variations from the strict interpretation of the Village's zoning ordinance and justifies the special use requested.
- 9. The proposed planned development provides proper safeguarding conditions offered by the Petitioner or determined by the Planning and Zoning Commission and allows the proposal to meet the intents, purposes and standards established for the zoning district and/or zoning districts in which it is intended to be located.
- 10. The proposed planned development protects the public health, safety, convenience and general welfare.
- 11. The final planned development is in general conformance with the previously approved preliminary planned development application and plans.
- 12. By virtue of its imaginative and creative design and benefits to the Village, the final planned development justifies the intended variations from the strict application of the subdivision standards and zoning ordinance.

WHEREAS, the Corporate Authorities find that following conditions contained in Ordinance No. 2014-11 entitled *An Ordinance to Approve a Preliminary Plan for a Planned Development for the Property Located at 8934 Fairview Avenue in the Village of Brookfield, Illinois*, have been satisfied, except as noted, by the Petitioner concerning the Final Planned Development Application in accordance with the ordinance:

- 1. Final approval of the planned development The Petitioner has filed a timely Final Planned Development Application;
- 2. Providing a color rendering of the planned development The Petitioner provided a color rendering of the planned development to the Planning and Zoning Commission;

- 3. Providing materials selections and samples of the planned development The Petitioner provided a materials sample board of the planned development to the Planning and Zoning Commission;
- 4. Providing a landscaping plan of the planned development The Petitioner provided a landscaping plan of the planned development to the Planning and Zoning Commission;
- 5. Providing a storm-water management plan of the planned development The Petitioner provided a storm-water management plan of the planned development prepared by Larsen Engineering, Inc. to the Planning and Zoning Commission. The storm-water management plan was reviewed by the Village Engineer, and the Village Engineer issued comments to the proposed storm-water management plan indicating revisions to the storm-water management plan were necessary;
- 6. Providing a shadow study of the planned development The Petitioner provided a shadow study of the planned development to the Planning and Zoning Commission;
- 7. Reconsideration of front-facing parking The Petitioner reconsidered the front-facing parking and determined that relocating the parking would increase the shadows to the adjacent property and reduce available parking;
- 8. Consideration of reducing the number of parking spaces from 1.5 per unit to 1 per unit The Petitioner reconsidered reducing the number of parking spaces from 1.5 per unit to 1 per unit and determined that reducing the number of parking spaces would detract from the desirability of the building to prospective personnel; and

9. Reconsideration of reducing the west wall to twenty-two feet (22') - The Petitioner reconsidered reducing the west wall to twenty-two feet (22') and determined that the portion of the west wall located at the west property line could be reduced from 26' 11 7/8" to 22' 11 7/8" by eliminating the wing wall that projected beyond the face of the building adjacent to the balconies and deck of the three southwesterly dwellings and has incorporated the revisions into the final planned development.

WHEREAS, the Corporate Authorities have determined that the final planned development requires the following additional conditions or restrictions to protect the public interest and adjacent areas, improve the development and ensure compliance with existing village ordinances:

- 1. The Petitioner shall submit and have approved by the Corporate Authorities a plat of consolidation for the multiple lots incorporated into the final planned development;
- 2. The Petitioner shall submit and have approved by the village staff final plans of the planned development providing consistent labeling and project scope;
- 3. The Petitioner shall submit and have approved by the Village Engineer revisions to the storm-water management plan of the planned development prepared by Larsen Engineering, Inc. consistent with the review comments of the Village Engineer; and
- 4. One or more off-street parking spaces per unit shall be specifically assigned to each of the nine (9) dwelling units in the building and any off-street parking spaces remaining after the off-street parking spaces shall be assigned to the nine (9) dwelling units in the building for guest parking; each off-street parking space shall be marked by

a sign or number painted upon the surface of the off-street parking space identifying each respective off-street parking space as being assigned either to a particular dwelling unit of the building or to guest parking and no off-street parking space shall be rented, assigned or otherwise designated for use by other than a tenant of the building or his or her authorized guests;

WHEREAS, the Corporate Authorities, having reviewed all of the materials relevant to the Final Planned Development Application and the recommendations of Village Staff and the Planning and Zoning Commission, find that all requisite conditions for the final approval of the planned development have been met by the Petitioner and that it is in the best interests of the Village that the planned development for the Subject Property be approved, subject to the conditions set forth in this ordinance;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Brookfield, Cook County, Illinois:

<u>Section 1</u>. Recitals. The Corporate Authorities hereby incorporate the foregoing preamble clauses into this ordinance and adopt and make the determinations as hereinabove set forth.

<u>Section 2</u>. Findings. The Corporate Authorities hereby find that the Petitioner has made a showing that:

- The proposed planned development is compatible with the goals and objectives of the Brookfield 2020 Master Plan, as amended.
- 2. The proposed planned development promotes high standards in design, site planning and construction.
- The proposed planned development provides a safe and desirable environment.

- 4. The proposed planned development provides for adequate open space for recreation and other community and/or development needs.
- 5. The proposed planned development presents a creative and workable approach in land development.
- 6. The design of the proposed planned development is compatible with adjacent properties and the adjacent neighborhood.
- 7. The proposed planned development provides for land use, both initial and potential, which will be compatible with existing surrounding land uses.
- 8. By virtue of its benefits to the Village and its unique and creative design, the proposed planned development justifies the intended variations from the strict interpretation of the Village's zoning ordinance and justifies the special use requested.
- 9. The proposed planned development provides proper safeguarding conditions offered by the Petitioner or determined by the Planning and Zoning Commission and allows the proposal to meet the intents, purposes and standards established for the zoning district and/or zoning districts in which it is intended to be located.
- 10. The proposed planned development protects the public health, safety, convenience and general welfare.
- 11. The final planned development is in general conformance with the previously approved preliminary planned development application and plans.
- 12. By virtue of its imaginative and creative design and benefits to the Village, the final planned development justifies the intended variations from the strict application of the subdivision standards and zoning ordinance.

<u>Section 3.</u> Approval of Planned Development. The Corporate Authorities hereby approve the planned development as submitted by the Petitioner, which is attached hereto as Exhibit "C" subject to the following conditions:

1. The Petitioner shall submit and have approved by the Corporate Authorities a plat of consolidation for the multiple lots incorporated into the final planned development;

- 2. The Petitioner shall submit and have approved by the village staff final plans of the planned development providing consistent labeling and project scope;
- 3. The Petitioner shall submit and have approved by the Village Engineer revisions to the storm-water management plan of the planned development prepared by Larsen Engineering, Inc. consistent with the review comments of the Village Engineer, and
- 4. One or more off-street parking spaces per unit shall be specifically assigned to each of the nine (9) dwelling units in the building and that any off-street parking spaces remaining after the off-street parking spaces shall be assigned to the nine (9) dwelling units in the building for guest parking; each off-street parking space shall be marked by a sign or number painted upon the surface of the off-street parking space identifying each respective off-street parking space as being assigned either to a particular dwelling unit of the building or to guest parking and no off-street parking space shall be rented, assigned or otherwise designated for use by other than a tenant of the building or his or her authorized guests.

Section 4. Time Limitation. Subject to an extension of time's being granted by the Corporate Authorities, the approval of the planned development is valid for a period of twenty-four (24) months after the effective date of the ordinance. Upon written petition by the holder of the planned development special use permit, and upon the finding of good cause by the Corporate Authorities prior to the expiration of the planned development special use permit, the Corporate Authorities may, but are under no obligation to, extend the special use permit for an additional period of twelve (12) months. In the event that the Petitioner or a successor to the Petitioner has not

substantially completed construction of the public improvements or has not commenced construction of the uses approved in the planned development within twenty-four (24) months after the effective date of the ordinance or within the time extended by the Corporate Authorities, this approval of the planned development shall automatically expire with no further action by the Corporate Authorities; and the approvals granted herein shall thereafter be null and void.

<u>Section 5.</u> Severability. If any provisions or portion of this ordinance or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provisions or portions of this ordinance; and, to that end, all provisions and portions of this Ordinance are declared to be severable.

<u>Section 6.</u> Incorporation of Exhibits. All exhibits attached to this ordinance are hereby incorporated herein and made a part of the substance hereof.

[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.]

<u>Section 7</u>. Effective Date. This ordinance shall take effect upon its passage by not less than two-thirds (2/3) of all trustees, approval and publication in pamphlet form.

ADOPTED this 27th day of May 2014 pursuant to a roll call vote as follows:

AYES:	_my-	 	
NAYS:			
ABSENT:		 	
ABSTENTION:		 	

APPROVED by me this 27th day of May 2014.

Kit P. Ketchmark, President of the Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office, and published in pamphlet form this 27th day of May 2014.

Catherine Colgrass-Edwards, Clerk of the Village of Brookfield, Cook County, Illinois

Exhibit "A"

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

LOTS 39, 40 AND 41 IN BLOCK 19 IN GROSSDALE, A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

P.I.N.:

18-34-420-017-0000

18-34-420-018-0000 18-34-420-019-0000

Commonly known as 8934 Fairview Avenue, Brookfield, Illinois

Exhibit "B"

DETERMINATION AND RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION

From:

Village of Brookfield Planning and Zoning Commission

To:

President and Board of Trustees of the Village of Brookfield, Illinois

Re:

PZC 14-02-8934 Fairview Avenue.

Petitioner: RMG Realty Group, LLC

Final Planned Development Application requesting a Special Use Permit for a planned development of a three (3) story, nine (9) dwelling unit residential building of 10,816 square feet and with a dwelling unit mix of three (3) one (1) bedroom and six (6) two (2) bedroom dwelling units with size ranging from 693 square feet to 1,287 square feet with all units having private balconies and the entire building having an automatic fire sprinkler suppression system.

Notice of a public hearing was published in The Riverside-Brookfield Landmark on April 9, 2014, notice of a public hearing was posted on a sign on the Subject Property: the Petitioner notified neighboring property owners within 250' of the Subject Property fifteen (15) to thirty (30) days prior to the date of the hearing in conformity with requirements of Chapter 62 entitled "Zoning" of the Code of Ordinances of Brookfield, Illinois: a public hearing was held on the Final Planned Development Application on April 24, 2014, at 6:30 p.m. before the Village of Brookfield Planning and Zoning Commission, at which time the Planning and Zoning Commission reviewed all relevant staff reports, all required Final Planned Development Application materials, took sworn testimony and accepted evidence pertaining to the Final Planned Development Application for consideration of a special use permit; and all persons who desired to be heard on the matter were heard.

The Planning and Zoning Commission, having duly considered the question of final approval of the planned development, has caused a written report of its determination and recommendation regarding the final plan of the planned development to be submitted to the Corporate Authorities of the Village.

Based on the evidence presented at the hearing, the Village of Brookfield Planning and Zoning Commission found that one or more of the following standards were not met and proved by the Petitioner:

- The proposed planned development is compatible with the goals and objectives of the Brookfield 2020 Master Plan, as amended.
- 2. The proposed planned development promotes high standards in design, site planning and construction.
- 3. The proposed planned development provides a safe and desirable environment.
- 4. The proposed planned development provides for adequate open space for recreation and other community and/or development needs.
- 5. The proposed planned development presents a creative and workable approach in land development.
- 6. The design of the proposed planned development is compatible with adjacent properties and the adjacent neighborhood.
- 7. The proposed planned development provides for land use, both initial and potential, which will be compatible with existing surrounding land uses.
- 8. By virtue of its benefits to the Village and its unique and creative design, the proposed planned development justifies the intended variations from the strict interpretation of the Village's zoning ordinance and justifies the special use requested.
- 9. The proposed planned development provides proper safeguarding conditions offered by the Petitioner or determined by the Planning and Zoning Commission and allows the proposal to meet the intents, purposes and standards established for the zoning district and or zoning districts in which it is intended to be located.

- 10. The proposed planned development protects the public health, safety, convenience and general welfare.
- 11. The final planned development is in general conformance with the previously approved preliminary planned development application and plans.
- 12. By virtue of its imaginative and creative design and benefits to the Village, the final planned development justifies the intended variations from the strict application of the subdivision standards and zoning ordinance.

Consequently, the Village Planning and Zoning Commission did not recommended final approval of the planned development on the Subject Property.

EXHIBIT "C" FINAL PROPOSED PLAN OF DEVELOPMENT



ALTA/A.C.S.M.LAND TITLE SURVEY

SYMBOL LEGEND

O - NANKE

O ~ CATCH BASK 8 - BATER VALVE

DANGON - O Q - YALVE & YALLT

4 - KEEKO RY O - POWER FOLL

व्य - इक्स्ट्रा एक्सा

🔞 – eus veter - etecano medes

O - GEANOIT STRICTURE ---- FENCE LINE

(R) -- RECORD DATA

(H) - MEASUSED BATA -0-3- - CLEANUS NEES

--- EXCST, CONTOURS ---- corexing sign

-->-- इसका स्टब्स

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SCHE ("=25"

- COMORGIE STREKE

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PARCEL DESCRIPTIONS

LOTS 37, 33, 33, 40 A/D 41 M BLOCK 19 M GROSSDALE, A BLECKMEGH IN THE SCUTTELST QUARTER OF SECTION 34, TOMERSHE 39 MORIN, RAYSE 12 EAST OF THE THEO PRINCIPAL DIFFERN, IN COCK COUNTY, ELFOS

SURVEYOR'S CERTIFICATE

THE FIRST HATOVAL BACK OF BROOKFALD

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DATED THIS 15TH DAY OF NUMBER, 2013.

IPLS No. 3483 MY LICENSE EXPRES 11/30/12 PROFESSIONAL CESCH FRANKA 184-004195



SURVEYOR'S NOTES

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- Compare the description on this plat with your deed, astract, on cribicate of this; also compare all points before fullym by same, and report any dyference americally.
- Z. MALONG LINES ARE SHOWN ONLY THESE THEY ARE SO RECORDED ON THE MAPS. PETER TO YOUR DEED OR ASSIRACT FOR ADMITIONAL ZOOKS RESTROTIONS.
- 4. This survey is not valid introut the surveyor's deceptal signature and elecosed seal.
- 5. EASDENIS AND SERVINDES SHOWN HEREIN AN BASED UPON A TITLE DEVINITION (SOURD BY GREACH THE NEXTRAGE COUPLANY EDITION AS MARKER LING ENVIRONS ON WITH AN EFFECTIVE PARE OF SEPTEMBER 23, 2015.
- 6. (R) = PECOND DATA
 (M) = NEASURED DATA
- 7. AREA OF SURVEY= 15,460 SQ. FT., OR GLOSS ACRES, MORE OR LESS.
- 8. Property descreto refeon les midin zone X as delurated on the national ficod pisuronce rate bup troucograf with an effective date of alcust 19, 2708.

BENCHMARKS

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PEPARED FOR TOVOX 303 HD095552 8926-8934 Feinley Average Brook etc. L

Professional Land Surveying, Inc.
3000 Optim Area 5 afte 107
100. Friend 50332
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() 2013 PLS R.C., ALL FIGHTS RESERVED

ORDINANCE NO. 2014 - 35

AN ORDINANCE AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER FOR DIGITAL IMAGING SYSTEMS AND AUTHORIZING THE EXECUTION OF A STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT FOR THE VILLAGE OF BROOKFIELD, ILLINOIS

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES THE 27TH DAY OF MAY 2014

Published in pamphlet form by Authority of the Corporate Authorities of Brookfield, Illinois, the 27th day of May 2014.

ORDINANCE NO. 2014 - 35

AN ORDINANCE AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER FOR DIGITAL IMAGING SYSTEMS AND AUTHORIZING THE EXECUTION OF A STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT FOR THE VILLAGE OF BROOKFIELD, ILLINOIS

WHEREAS, Village of Brookfield, Illinois (the "Village"), a municipal corporation of the State of Illinois, is authorized by the laws of the State of Illinois to purchase, acquire and lease personal property for the benefit of the Village and its inhabitants and to enter into contracts with respect thereto;

WHEREAS, the Village desires to lease certain digital imaging systems for the police and recreation departments in the Village (the "Equipment") to perform essential governmental functions;

WHEREAS, in the opinion of a majority of the corporate authorities of the Village, it is advisable, necessary and in the public interest that the Village waive newspaper advertisement for bids, waive the procedure prescribed for the submission of competitive bids, solicit a proposal from Illinois Paper Company, doing business as Illinois Paper & Copier Co. ("Illinois Paper & Copier Co."), for the lease of the Equipment from DeLage Landen Public Finance, LLC and for maintenance services for the Equipment from Illinois Paper & Copier Co.;

WHEREAS, the Village, after due negotiation, received a satisfactory proposal and has negotiated satisfactory agreement for lease of the Equipment from DeLage Landen Public Finance, LLC and for the maintenance of the Equipment from Illinois Paper & Copier Co.; and

WHEREAS, in the opinion of a majority of the corporate authorities of the Village, it is advisable, necessary and in the public interest that the Village waive newspaper

advertisement for bids, waive the procedure prescribed for open market purchases and enter into a State and Local Government Lease-Purchase Agreement with DeLage Landen Public Finance, LLC and a Service Agreement with Illinois Paper & Copier Co. for the lease-purchase and maintenance of the Equipment;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BROOKFIELD, COOK COUNTY, ILLINOIS, as follows:

<u>Section 1</u>. It is hereby determined that it is advisable, necessary and in the public interest that the Village waive newspaper advertisement for bids, waive the procedure prescribed for the submission of competitive bids proposals for the lease-purchase and maintenance of the Equipment.

<u>Section 2</u>. It is hereby determined that the Village, after due negotiation, has received a satisfactory proposal and has negotiated a satisfactory State and Local Government Lease-Purchase Agreement with DeLage Landen Public Finance, LLC and a Service Agreement with Illinois Paper & Copier Co. for the lease-purchase and maintenance of the Equipment.

Section 3. It is hereby determined that it is advisable, necessary and in the public interest that the Village issue and that the Village Manager shall be and is hereby authorized and directed to execute a Purchase Order for the Equipment, a copy of which Purchase Order is attached hereto as Exhibit "A," with such insertions, omissions and changes as shall be approved by the Village Manager, the execution of such documents being conclusive evidence of such approval; and the Village Manager is hereby authorized and directed to execute, and the Village Clerk of the Village is hereby authorized and directed to attest, countersign and to deliver such documents to the

respective parties thereto, as may be necessary and proper to carry out, give effect to and consummate the transactions contemplated herein.

Section 4. It is hereby determined that it is advisable, necessary and in the public interest that the Village enter into a State and Local Government Lease-Purchase Agreement with DeLage Landen Public Finance, LLC and a Service Agreement with Illinois Paper & Copier Co. for the lease-purchase and maintenance of the Equipment, a copy of which State and Local Government Lease-Purchase Agreement is attached hereto as Exhibit "B" and a copy of which Service Agreement is attached hereto as Exhibit "C."

<u>Section 5.</u> The form, terms and provisions of the State and Local Government Lease-Purchase Agreement with DeLage Landen Public Finance, LLC and a Service Agreement with Illinois Paper & Copier Co. are hereby approved in substantially the form presented at this meeting, with such insertions, omissions and changes as shall be approved by the Board of Trustees of the Village, the execution of such documents being conclusive evidence of such approval; and the Village President is hereby authorized and directed to execute, and the Village Clerk is hereby authorized and directed to attest and countersign, the Agreement, and any related exhibits attached thereto and to deliver the Agreement (including such exhibits) to the respective parties thereto.

<u>Section 6.</u> The officers and employees of the Village shall take all action necessary or reasonably required by the parties to carry out, give effect to and consummate the transactions contemplated hereby and to take all action necessary in conformity therewith, including without limitation, the execution and delivery of any

documents required to be delivered in connection with the upgrade to the acquisition of the Equipment.

<u>Section 7.</u> If any section, paragraph, clause or provision of this ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this ordinance.

<u>Section 8.</u> All ordinances or parts thereof inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any resolution or ordinance or part thereof.

[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.]

<u>Section 9</u>. This Ordinance shall be in full force and effect upon its passage approval and publication in pamphlet form in accordance with law.

ADOPTED this 27 th day of May	2014 pursuant to a roll call vote as follows:
AYES:	·
NAYS:	
ABSENT:	
ABSTENTION:	
APPROVED by me this 27 th day	y of May 2014.
ATTESTED and filed in my office and published in pamphlet form this 27 th day of May 2014.	Kit P. Ketchmark, President of the Village of Brookfield, Cook County, Illinois
Catherine Colgrass-Edwards, Clerk of Village of Brookfield, Cook County, Illir	

Exhibit "A"

PURCHASE ORDER - ILLINOIS PAPER & COPIER CO.

VILLAGE OF BROOKFIELD, ILLINOIS PURCHASE ORDER TERMS AND CONDITIONS

1, SERVICES & DELIVERABLES.

Seller agrees to perform the services ("Services") and/or provide the goods or Service deliverables (collectively referred to as "Goods"), described in any purchase order, in accordance with the applicable purchase order, scope of work and with these Terms and Conditions ("Agreement"). Upon acceptance of a purchase order, shipment of Goods or commencement of a Service, Seller shall be bound by the provisions of this Agreement, including all provisions set forth on the face of any applicable purchase order, whether Seller acknowledges or otherwise signs this Agreement or the purchase order, unless Seller objects to such terms in writing prior to shipping Goods or commencing Services.

This writing does not constitute a firm offer within the meaning of Section 2-205 of the Illinois Commercial Code (810 ILCS 5/2-205) and may be revoked at any time prior to acceptance. This Agreement may not be added to, modified, superseded or otherwise altered, except by writing signed by the Village of Brookfield village manager. Any terms or conditions contained in any acknowledgment, invoice or other communication of Seller, which are inconsistent with the terms and conditions herein, are hereby rejected. To the extent that this Agreement might be treated as an acceptance of Seller's prior offer, such acceptance is expressly made on condition of assent by Seller to the terms hereof and shipment of the Goods, or beginning performance of any Services by Seller shall constitute such assent. Village of Brookfield hereby reserves the right to reschedule any delivery or cancel any purchase order issued at any time prior to shipment of the Goods or prior to commencement of any Services. Village of Brookfield shall not be subject to any charges or other fees as a result of such cancellation.

2. DELIVERY.

Time is of the essence. Delivery of Goods shall be made pursuant to the schedule, via the carrier and to the place specified on the face of the applicable purchase order. The Village of Brookfield reserves the right to return, shipping charges collect, all Goods received in advance of the delivery schedule. If no delivery schedule is specified, the order shall be filled promptly and delivery will be made by the most expeditious form of land transportation. If no method of shipment is specified in the purchase order, Seller shall use the least expensive carrier. In the event Seller fails to deliver the Goods within the time specified, Village of Brookfield may, at its option, decline to accept the Goods and terminate the Agreement or may demand its allocable fair share of Seller's available Goods and terminate the balance of the Agreement. Seller shall package all items in suitable containers to permit safe transportation and handling. Each delivered container must be labeled and marked to identify contents without opening and all boxes and packages must contain packing sheets listing contents. Village of Brookfield's purchase order number must appear on all shipping containers, packing sheets, delivery tickets and bills of lading.

3. IDENTIFICATION, RISK OF LOSS & DESTRUCTION OF GOODS.

Identification of the Goods shall occur in accordance with Section 2-501 of the Illinois Commercial Code (810 ILCS 5/2-501). Seller assumes all risk of loss until receipt by the Village of Brookfield. Title to the Goods shall pass to the Village of Brookfield upon receipt by it of the Goods at the designated destination. If the Goods ordered are destroyed prior to title passing to the Village of Brookfield, the Village of Brookfield may at its option cancel the Agreement or require delivery of substitute Goods of equal quantity and quality. Such delivery will be made as soon as commercially practicable. If loss of Goods is partial, the Village of Brookfield shall have the right to require delivery of the Goods not destroyed.

4. PAYMENT.

As full consideration for the performance of the Services, delivery of the Goods and the assignment of rights to the Village of Brookfield as provided herein, the Village of Brookfield shall pay Seller (i) the amount agreed upon and specified in the applicable purchase order; or (ii) Seller's quoted price on date of shipment (for Goods), or the date Services were started (for Services), whichever is lower. Applicable taxes and other charges such as shipping costs, duties, customs, tariffs, imposts and government-imposed surcharges shall be stated separately on Seller's invoice. Payment is made when the Village of Brookfield's check is mailed. Payment shall not constitute acceptance. All personal property taxes assessable upon the Goods prior to receipt by the Village of Brookfield of Goods conforming to the purchase order shall be borne by Seller. Seller shall invoice the Village of Brookfield for all Goods delivered and all Services actually performed. Each invoice submitted by Seller must be provided to the Village of Brookfield within ninety (90) days of completion of the Services or delivery of Goods and must reference the applicable purchase order, and the Village of Brookfield reserves the right to return all incorrect invoices. Unless otherwise specified on the face of a purchase order, the Village of Brookfield shall pay the invoiced amount after receipt and approval of a correct invoice pursuant to the terms of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

5. WARRANTIES.

- 5.1 Services: Seller represents and warrants that all Services shall be completed in a professional, competent manner, with the degree of skill and care that is required by current, good and sound professional procedures. Further, Seller represents and warrants that the Services shall be completed in accordance with applicable specifications and shall be correct and appropriate for the purposes contemplated in this Agreement. Seller represents and warrants that the performance of Services under this Agreement will not conflict with, or be prohibited in any way by, any other agreement or statutory restriction to which Seller is bound.
- 5.2 Goods: Seller warrants that all Goods provided will be new and will not be used or refurbished. Seller warrants that all Goods delivered shall be free from defects in materials and workmanship and shall conform to all applicable specifications for a period of twelve (12) months from the date of delivery to the Village of Brookfield or for the period provided in Seller's standard warranty covering the Goods, whichever is longer. Seller hereby agrees that it will make spare parts available to the Village of Brookfield for a period of five (5) years from the date of shipment at Seller's then-current price, less applicable discounts. Additionally, Goods purchased shall be subject to all written and oral express warranties made by Seller's agents, and to all warranties provided for by the Illinois Commercial Code. All warranties shall be construed as conditions as well as warranties and shall not be exclusive. Seller shall furnish to the Village of Brookfield Seller's standard warranty and service guaranty applicable to the Goods. All warranties and service guaranties shall run to the Village of Brookfield.

If the Village of Brookfield identifies a warranty problem with the Goods during the warranty period, the Village of Brookfield will promptly notify Seller of such problems and will return the Goods to Seller, at Seller's expense. Within five (5) business days of receipt of the returned Goods, Seller shall, at the Village of Brookfield's option, either repair or replace such Goods, or credit the Village of Brookfield's account for the same. Replacement and repaired Goods shall be warranted for the remainder of the warranty period or six (6) months, whichever is longer.

6. INSPECTION.

The Village of Brookfield shall have a reasonable time after receipt of Goods or Service deliverables and before payment to inspect them for conformity hereto, and Goods received prior to inspection shall not be deemed accepted until the Village of Brookfield has run an adequate test to determine whether the Goods conform to the specifications hereof. Use of a portion of the Goods for the purpose of testing shall not constitute an acceptance of the Goods. If Goods tendered do not wholly conform to the provisions hereof, the Village of Brookfield shall have the right to reject such Goods. Nonconforming Goods will be returned to Seller freight collect, and risk of loss will pass to Seller upon the Village of Brookfield's delivery to the common carrier.

7. INDEPENDENT CONTRACTOR.

The Village of Brookfield is interested only in the results obtained under this Agreement; the manner and means of achieving the results are subject to Seller's sole control. Seller is an independent contractor for all purposes, without express or implied authority to bind the Village of Brookfield by contract or otherwise. Neither Seller nor its employees, agents or subcontractors ("Seller's Assistants") are agents or employees of the Village of Brookfield,

and, therefore, are not entitled to any employee benefits of the Village of Brookfield, including, but not limited to, any type of insurance. Seller shall be responsible for all costs and expenses incident to performing its obligations under this Agreement and shall provide Seller's own supplies and equipment.

8. SELLER RESPONSIBLE FOR TAXES AND RECORDS.

The Village of Brookfield is a unit of government. No charges will be allowed for taxes from which the Village of Brookfield is exempt. The Village of Brookfield is not liable for the Illinois Retailer's Occupation Tax, the Service Occupation Tax or the Service Use Tax. The Village of Brookfield is also exempt from Federal Excise Transportation Tax. Seller shall be solely responsible for filing the appropriate federal, state and local tax forms and paying all such taxes or fees, including estimated taxes and employment taxes, due with respect to Seller's receipt of payment under this Agreement. The Village of Brookfield shall have no responsibility to pay or withhold from any payment to Seller under this Agreement, any federal, state or local taxes or fees. The Village of Brookfield will report amounts paid to Seller required to be reported by the Internal Revenue Code and the regulations issued thereunder by filing Form 1099-MISC with the Internal Revenue Service.

9. INSURANCE.

Seller shall be solely responsible for maintaining and requiring Seller's assistants to maintain such adequate health, auto, workers' compensation, unemployment compensation, disability, liability, and other insurance, as is required by law or as is the common practice in Seller's trades or businesses, whichever affords greater coverage. Upon request, Seller shall provide the Village of Brookfield with certificates of insurance or evidence of coverage before commencing performance under this Agreement. Seller shall provide adequate coverage for any the Village of Brookfield property under the care, custody or control of Seller or Seller's assistants.

10. INDEMNITY.

Seller shall indemnify, hold harmless, and at the Village of Brookfield's request, defend the Village of Brookfield, its officers, trustees, agents and employees, against all claims, liabilities, damages, losses and expenses, including attorneys' fees and cost of suit arising out of or in any way connected with the Goods or Services provided under this Agreement, including, without limitation, (i) any claim based on the death or bodily injury to any person, destruction or damage to property, or contamination of the environment and any associated clean-up costs; (ii) Seller's failing to satisfy the Internal Revenue Service's guidelines for an independent contractor; (iii) any claim based on the negligence, omissions or willful misconduct of Seller or any Seller's assistants; and (iv) any claim by a third party against the Village of Brookfield alleging that the Goods or Services, the results of such Services, or any other products or processes provided under this Agreement infringe a patent, copyright, trademark, trade secret or other proprietary right of a third party, whether such are provided alone or in combination with other products, software or processes. Seller shall not settle any such suit or claim without the Village of Brookfield's prior written approval. Seller agrees to pay or reimburse all costs that may be incurred by the Village of Brookfield in enforcing this indemnity, including attorneys' fees.

Should the Village of Brookfield's use of any Goods or Services purchased from Seller be enjoined, be threatened by injunction, or be the subject of any legal proceeding, Seller shall, at is sole cost and expense, either (a) substitute fully equivalent non-infringing Goods or Services; (b) modify the Goods or Services so that they no longer infringe but remain fully equivalent in functionality; (c) obtain for the Village of Brookfield the right to continue using the Goods or Services; or (d) if none of the foregoing is possible, refund all amounts paid for the infringing Goods or Services.

11. CONFIDENTIALITY.

Seller may acquire knowledge of the Village of Brookfield Confidential Information (as defined below) in connection with its performance hereunder and agrees to keep such Village of Brookfield Confidential Information in confidence during and following termination or expiration of this Agreement. "Village of Brookfield Confidential Information" includes, but is not limited to, all information, whether written or oral, in any form, considered confidential by the Village of Brookfield relating to the business or governmental affairs of the Village of Brookfield that is disclosed directly or indirectly to Seller. In addition, the Village of Brookfield Confidential Information means any third party's proprietary or confidential information disclosed to Seller in the course of

providing Services or Goods to the Village of Brookfield. Village of Brookfield Confidential Information does not include any information (i) which Seller lawfully knew without restriction on disclosure before the Village of Brookfield disclosed it to Seller; (ii) which is now or becomes publicly known through no wrongful act or failure to act of Seller; (iii) which Seller developed independently without use of the Village of Brookfield Confidential Information, as evidenced by appropriate documentation; or (iv) which is hereafter lawfully furnished to Seller by a third party as a matter of right and without restriction on disclosure. In addition, Seller may disclose Confidential Information that is required to be disclosed pursuant to a requirement of a government agency or law so long as Seller provides prompt notice to the Village of Brookfield of such requirement prior to disclosure.

Seller agrees not to copy, alter or directly or indirectly disclose any the Village of Brookfield Confidential Information. Additionally, Seller agrees to limit its internal distribution of the Village of Brookfield Confidential Information to Seller's employees and contractors who have a need to know, and to take steps to ensure that the dissemination is so limited, including the execution by Seller's employees and contractors of nondisclosure agreements with provisions substantially similar to those set forth herein. In no event will Seller use less than the degree of care and means that it uses to protect its own information of like kind, but in any event not less than reasonable care to prevent the unauthorized use of the Village of Brookfield Confidential Information.

Seller further agrees not to use the Village of Brookfield Confidential Information except in the course of performing hereunder and will not use such Village of Brookfield Confidential Information for its own benefit or for the benefit of any third party. The mingling of the Village of Brookfield Confidential Information with information of Seller shall not affect the confidential nature or ownership of the same as stated hereunder. Seller agrees not to design or manufacture any products that incorporate the Village of Brookfield Confidential Information. All the Village of Brookfield Confidential Information is and shall remain the property of the Village of Brookfield. Upon the Village of Brookfield's written request or the termination of this Agreement, Seller shall return, transfer or assign to the Village of Brookfield all the Village of Brookfield Confidential Information, including all Work Product, as defined herein, and all copies thereof.

12. OWNERSHIP OF WORK PRODUCT.

For purposes of this Agreement, "Work Product" shall include, without limitation, all designs, discoveries, creations, works, devices, masks, models, work in progress, service deliverables, inventions, products, computer programs, procedures, improvements, developments, drawings, notes, documents, business processes, information and materials made, conceived or developed by Seller alone or with others which result from or relate to the Services performed hereunder. Standard Goods manufactured by Seller and sold to the Village of Brookfield without having been designed, customized or modified for the Village of Brookfield do not constitute Work Product. All Work Product shall at all times be and remain the sole and exclusive property of the Village of Brookfield. Seller hereby agrees to irrevocably assign and transfer to the Village of Brookfield and does hereby assign and transfer to the Village of Brookfield all of its worldwide right, title and interest in and to the Work Product including all associated intellectual property rights. The Village of Brookfield will have the sole right to determine the treatment of any Work Product, including the right to keep it as trade secret, execute and file patent applications on it, to use and disclose it without prior patent application, to file registrations for copyright or trademark in its own name or to follow any other procedure that the Village of Brookfield deems appropriate. Seller agrees: (a) to disclose promptly in writing to the Village of Brookfield all Work Product in its possession; (b) to assist the Village of Brookfield in every reasonable way, at the Village of Brookfield's expense, to secure, perfect, register, apply for, maintain, and defend for the Village of Brookfield's benefit all copyrights, patent rights, mask work rights, trade secret rights, and all other proprietary rights or statutory protections in and to the Work Product in the Village of Brookfield's name as it deems appropriate; and (c) to otherwise treat all Work Product as the Village of Brookfield Confidential Information as described above. These obligations to disclose, assist, execute and keep confidential survive the expiration or termination of this Agreement. All tools and equipment supplied by the Village of Brookfield to Seller shall remain the sole property of the Village of Brookfield.

Seller will ensure that Seller's assistants appropriately waive any and all claims and assign to the Village of Brookfield any and all rights or any interests in any Work Product or original works created in connection with this Agreement. Seller irrevocably agrees not to assert against the Village of Brookfield or its direct or indirect customers, assignees or licensees any claim of any intellectual property rights of Seller affecting the Work Product.

The Village of Brookfield will not have rights to any works conceived or reduced to practice by Seller which were developed entirely on Seller's own time without using equipment, supplies, facilities or trade secret or the Village of Brookfield Confidential Information, unless (i) such works relate to the Village of Brookfield's business, or the Village of Brookfield's actual or demonstrably anticipated research or development; or (ii) such works result from any Services performed by Seller for the Village of Brookfield.

13. TERMINATION.

The Village of Brookfield may terminate this Agreement upon written notice to Seller if Seller fails to perform or otherwise breaches this Agreement, files a petition in bankruptcy, becomes insolvent, or dissolves. In the event of such termination, the Village of Brookfield shall pay Seller for the portion of the Services satisfactorily performed and those conforming Goods delivered to the Village of Brookfield through the date of termination, less appropriate offsets, including any additional costs to be incurred by the Village of Brookfield in completing the Services.

The Village of Brookfield may terminate this Agreement, or any Service(s), for any other reason upon thirty (30) days' written notice to Seller. Seller shall cease to perform Services and/or provide Goods under this Agreement on the date of termination specified in such notice. In the event of such termination, the Village of Brookfield shall be liable to Seller only for those Services satisfactorily performed and those conforming Goods delivered to the Village of Brookfield through the date of termination, less appropriate offsets.

Seller may terminate this Agreement upon written notice to the Village of Brookfield if the Village of Brookfield fails to pay Seller within sixty (60) days after Seller notifies the Village of Brookfield in writing that payment is past due.

Upon the expiration or termination of this Agreement for any reason: (a) each party will be released from all obligations to the other arising after the date of expiration or termination, except for those which by their terms survive such termination or expiration; and (b) Seller will promptly notify the Village of Brookfield of all the Village of Brookfield Confidential Information or any Work Product in Seller's possession and, at the expense of Seller and in accordance with the Village of Brookfield's instructions, will promptly deliver to the Village of Brookfield all such the Village of Brookfield Confidential Information and/or Work Product.

14. REMEDIES.

If Seller breaches this Agreement, the Village of Brookfield shall have all remedies available by law and at equity. For the purchase of Goods, Seller's sole remedy in the event of breach of this Agreement by the Village of Brookfield shall be the right to recover damages in the amount equal to the difference between market price at the time of breach and the purchase price specified in the Agreement. No alternate method of measuring damages shall apply to this transaction. Seller shall have no right to resell Goods for the Village of Brookfield's account in the event of wrongful rejection, revocation of acceptance, failure to make payment or repudiation by the Village of Brookfield; and any resale so made shall be for the account of Seller.

15. FORCE MAJEURE.

The Village of Brookfield shall not be liable for any failure to perform including failure to (i) accept performance of Services; or (ii) take delivery of the Goods as provided caused by circumstances beyond its control which make such performance commercially impractical including, but not limited to, acts of God, fire, flood, acts of war, government action, accident, labor difficulties or shortage, inability to obtain materials, equipment or transportation. In the event the Village of Brookfield is so excused, both parties may terminate the Agreement; and the Village of Brookfield shall at its expense and risk, return any Goods received to the place of shipment.

16. SEVERABILITY.

If any provision of this Agreement shall be deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

17, LIMITATION OF LIABILITY.

IN NO EVENT SHALL THE VILLAGE OF BROOKFIELD BE LIABLE TO SELLER OR SELLER'S ASSISTANTS, OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, WHETHER OR NOT THE VILLAGE OF BROOKFIELD WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

18. ASSIGNMENT; WAIVER.

Seller may not assign this Agreement or any of its rights or obligations under this Agreement, without the prior written consent of the Village of Brookfield. Any assignment or transfer without such written consent shall be null and void. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Village of Brookfield without restriction. A waiver of any default hereunder or of any term or condition of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition.

19. NONEXCLUSIVE AGREEMENT.

This is not an exclusive agreement. The Village of Brookfield is free to engage others to perform Services or provide Goods the same as or similar to Seller's. Seller is free to, and is encouraged to, advertise, offer and provide Seller's Services and/or Goods to others provided, however, that Seller does not breach this Agreement.

20. NOTICES.

Except for Purchase Orders which may be sent by local mail, facsimile transmission, or electronically transmitted, all notices, and other communications hereunder shall be in writing, and shall be addressed to Seller or to an authorized Village of Brookfield representative, and shall be considered given when (a) delivered personally; (b) sent by confirmed telex or facsimile; (c) sent by commercial overnight courier with written verification receipt; or (d) three (3) days after having been sent, postage prepaid, by first class or certified mail.

21. SURVIVAL OF OBLIGATIONS.

Any obligations and duties that by their nature extend beyond the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement.

22. GOVERNING LAW.

This Agreement shall be construed in accordance with, and disputes shall be governed by, the laws of the State of Illinois, excluding its conflict of law rules. The Circuit Court of Cook County, Illinois, or the United States District Court for the Northern District of Illinois, Eastern Division shall have jurisdiction and venue over all controversies arising out of, or relating to, this Agreement. The applicability of the UN Convention on Contracts for the International Sale of Goods is hereby expressly waived by the parties, and it shall not apply to the terms and conditions of this Agreement.

23. ENTIRE AGREEMENT; MODIFICATION.

This Agreement is the complete, final and exclusive statement of the terms of the agreement between the parties and supersedes any and all other prior and contemporaneous negotiations and agreements, whether oral or written, between them relating to the subject matter hereof. This Agreement may not be varied, modified, altered, or amended except in writing, including a purchase order or a change order issued by the Village of Brookfield, signed by the parties. The terms and conditions of this Agreement shall prevail, notwithstanding any variance with the terms and conditions of any acknowledgment or other document submitted by Seller. Notwithstanding the foregoing, this Agreement will not supersede or take the place of any written agreement that is signed by both parties and covers the same subject matter as this Agreement or its related purchase orders.

24. COMPLIANCE WITH LAWS.

- **24.1 General:** Seller shall comply fully with all applicable federal, state and local laws in the performance of this Agreement including, but not limited to, all applicable employment, tax, export control and environmental laws.
- 24.2 Hazardous Materials: If Goods include hazardous materials, Seller represents and warrants that Seller understands the nature of any hazards associated with the manufacture, handling and transportation of such hazardous materials.
- 24.3 Customs: Upon the Village of Brookfield's request, Seller will promptly provide the Village of Brookfield with a statement of origin for all Goods and United States Customs documentation for Goods wholly or partially manufactured outside of the United States.

25. INJUNCTIVE RELIEF.

Seller acknowledges and agrees that the obligations and promises of Seller under this Agreement are of a unique, intellectual nature giving them particular value. Seller's breach of any of the promises contained in this Agreement will result in irreparable and continuing damage to the Village of Brookfield for which there will be no adequate remedy at law and, in the event of such breach, the Village of Brookfield will be entitled to seek injunctive relief, or a decree of specific performance.

26. CERTIFICATIONS.

Seller shall submit to the Village of Brookfield a certification that attests the following:

- 26.1 The Seller is not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
- 26.2 The Seller is not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
- 26.3 The Seller maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 et seq.);
- 26.4 The Seller provides equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.)
- 26.5 The Seller is in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy;
- 26.6 No Village of Brookfield official, spouse or dependent child of a Village of Brookfield official, agent on behalf of any Village of Brookfield official or trust in which a Village of Brookfield official, the spouse or dependent child of a Village of Brookfield official or a beneficiary is a holder of more than five percent (5%) of the Seller in accordance with Code of Ordinances of the Village of Brookfield, Chapter 3, Article XI;
- 26.7 No officer or employee of Village of Brookfield has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Seller in violation of Chapter 2, Article XIX of the Code of Ordinances of the Village of Brookfield; and
- 26.8 The Seller has not given to any officer or employee of the Village of Brookfield any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Chapter 2, Article XIX of the Code of Ordinances of the Village of Brookfield.

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Address .	TV		F.O.B. Point:			
City, Stai Zip	Bonngo	rook, IL 60404	Freight Terms:			
FAX:	630-679-09		Acct Code:			
Phone:	630-679 - 90	090	Tax Exempt No.:			
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Tax ID:		Ship via:			ired Ship Date:	
Item	Quantity	Part No.	Description	UM	Price	Tot
1	1	416075	Ricoh C5503 with fax, finisher, PS3, pfu - See Attachment A-1.			
2	1	416075	Ricoh C300SR with fax, finisher, PS3, pfu - See Attachment A-1.			
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Riccardo F. Ginex Village Manager

Village of Brook		Page 2 of 2	
8820 Brookfield			ļ
Brookfield, IL 60 Phone 708-485-			
Fax 708-485-95			
Supplier Name	Illinois Paper & Copier Co.		
Address 1	6 Territorial Court		
Address 2			
City, State, Zip	Bolingbrook, IL 60404		
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Attachment A-1 Sales Order – Illinois Paper & Copier Co.

Illinois Paper & Copier Co. Sales Order 6 Territorial Ct. . Bolingbrook, IL 60440 630-679-9090 FAX: 630-679-0999 www.illinoispapercopier.com Sales Rep. Name Charles Larson PO Number Requested Install Date/Time 5/14 Customer No. 17093 Customer No. 17093 Ship To: (if other than Bill To) Company Name Village of Brookfield Company Name Same Address 8820 Brookfield Avenue Address City Brookfield State IL Zip 60513 City Zip Billing Contact Keith Sbiral **Shipping Contact** (708)485-1115 Phone/Ext. Phone/Ext. **EQUIPMENT INFORMATION** ITEM NUMBER ITEM DESCRIPTION SERIAL NUMBER UNIT PRICE TOTAL QTY 1 416075 Ricoh C5503 with fax, finisher, PS3, pfu 415179 Ricoh C300SR with fax, finisher, PS3, pfu Special Instructions Subtotal IPCC will return the Ricoh C2050 and C2550 when return Separate contract Delivery Included authorization is provided by GE to the Village at no charge Service Included TOTAL plus applicable taxes Service contract declined ORDER TYPE (check one) ☐ Trade-in Lease Cash Purchase ☐ Buyout / upgrade exists Print Plus ☐ Model #: Cash payment terms: Leasing Co.:_ **LEASE INFORMATION** Monthly Lease of \$ 575.25 per month Total # of payments: _ Purchase Option: 10% **□\$1** Lease Deposit: _ _for _ months Delivery and acceptance of this equipment is not required for this agreement to be in effect. Upon signing this agreement, Illnois Paper & Copter Co. will immediately order all equipment and software as well as process all applicatio payoff money and manufacturer rebates. This series of events is irreversible and requires this document to be in full effect and non cancellable. Any attempt to do so will result in a minimum 25% restocking fee plus the amount equal to any and all payoff amounts processed. WE HEREBY AGREE to purchase the item(s) listed above in accordance with the terms and provisions set forth above. This document supersedes all prior written and/or verbal agreements. LUS **Customer Acceptance**

Date:

SalesOrdr 0211

Signature:
Printed Name:
Title:

YOUR ONE SOURCE FOR ALL THE RIGHT SOLUTIONS

Exhibit "B" STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT WITH DELAGE LANDEN PUBLIC FINANCE, LLC

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at least 60 days? prior unition notice to US and payment in full to US of the Lease Payments and at other amounts than due plus the tien applicable Prochase Price set from on the Lease Payment Scheduler, or (a) if substant all demaps for a destruction or condentation of substantifier all of the Equipment has occurred, on the day specified in YOUR within notice to US of YOUR extense of the prochase point on point all sets to days? for more to US of YOUR extense of the Besse Payments and all other amounts from due plus the then applicable Punthase Price set forth on the Lease Payments Schedule.

Payments and all chera mannais than due plus the than applicable humbans Prize set from on the lease Payment Schaide.

18. REPRESENTATIONS Allo WARRANTIES, YOU warrant and represent as follows: (a) YOU war a public body coparable and policy dry repursed and existing under the constitution and land of YOUR State with Lift power and existing to the time to this trease and the transactions continuely the heavy and to perform all of YOUR Obligations becamber (b) YOUR have day and noticed the enture and existing under the constitution and existing of the transactions continuely the new development of the transaction of the analysis of the requirement of the product of the enture and existing of the members thereof or by classic majority of the members thereof or by classic majority of the members thereof or by classic majority of the members thereof or by classic majority of the members thereof or by classic majority of the members thereof or by classic majority of the members thereof or by classic majority of the members thereof or by the production of the constitution of the constitution of the constitution of the production of the constitution of the production of t patrice screenes. Representations and warranties. You warrant and represent as follows: (a) You

edicately affected.

23. CHOICE OF LAWY, UNRY TRIAL WARNER. This it ease shall be govered and construed in accordance with the laws of the stable where YOU are ficilities. To the edicate premitted by law, YOU agree to valve YOUR not be study by law, YOU agree to valve YOUR not be study by law, YOU agree to valve YOUR not be study by law, YOU and ficilities are bind not contain the entire agreement and understanding. The agreements or understandings are bind not contain participated by the parties. Any provision of this Lease which for any resonance be table or an international participation and as to such production, be indirectly a without invalving but intrinsification of this Lease. While I shall be contained to this Lease. This Lease is the last international cost of these last international participations may be the study as an odginal and mit be admissible as endeced it is Lease.

ATTACHMENT 1

STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT

Lease Payment Schedule

LESSOR-	DE LAGE LANDEN PUBLIC FINANCE LLC	
LESSEE:	VILLAGE OF BROOKFIELD	
LEASE NU	MBER: PUB 13665	
LEASE DA	ME: May 23	20 14

Payecent Herriter	Restal Payment	Prefest Portion	Principal Portion	Batance	Purchase Price
Loan	0.00	0.00	0.00	30,007.82	0.00
1	675.25	141.26	433.99	29,573.83	30,461.04
2	575.25	139.22	436.03	29,137,80	30,011.93
3	575.25	137.17	438.08	28,699.72	29,560.71
4	575.25	135.10	440.15	28,259.67	29,107.38
5	575.25	133.03	442.22	27,817.35	28,651.87
6	575.25	130.95	444.30	27,373.05	28,194.24
7	575.25	128 &&	446.39	26,926 66	27,734.40
8	575.25	126.76	448,49	26,478.17	27,272.52
Ð	575.25	124.65	450.60	28,027.57	26,809.40
10	575.25	122,52	452.73	25,574.84	28,342.09
11	575 2 5	120.39	454.86	25,119.98	25,873.58
12	675.26	118 25	457.00	24,662 98	25,402.87
13	575.25	116,10	459.15	24,203.83	24,929.94
14	575.25	113.94	461.31	23,742.52	24,454.80
15	575.25	111.77	463.48	23,279.04	23,977.41
16	675.25	109.59	465.66	22,813.38	23,497.78
17	575.25	107.39	487.86	22,345.52	23,015.89
18	575.25	105.19	470.05	21,875.46	22,531.72
19	575.25	102 98	472 27	21,403.19	22,045,29
20	575.25	100.76	474.49	20,928.70	21,556.56
21	575.25	98.52	476 73	20,451,97	21,065.53
22	575.25	96.28	478.97	19,973.00	20,572.19
23	675.25	\$4.02	481 23	19,491.77	20,076.52
24	575.25	91.76	483.49	19,008.28	19,578.63
25	575.25	69.48	485.77	18,522.51	19,078.19
26	575.25	87.19	488.06	18.034.45	18,575.48
27	575,25	84.90	490.35	17,544.10	18,070.42
28	575.25	82.59	492.68	17,051.44	17,562.98
29	575 25	80.27	494.98	16,556.46	17,053.15
30	575.25	77.94	497.31	16,059.15	16,540,92
31	575.25	75.60	499.65	15,559.50	16,025.29
32	575.25	73.25	502.00	15,057.50	15,509 23
33	576.25	70.88	504.37	14,553.13	14,989.72
34	675.26	68.51	506.74	14,046.39	14,467.78
35	575.25	66.12	509.13	13,537.28	13,943.38
36	575.25	63.73	511.52	13,025.74	13,416.51

Saks tax of\$0.00	s included in the Frenced amount shown above.	
		33
Easted Signature		· · · · · · · · · · · · · · · ·
Prira Name.		a c
	7a24112	CZ212 AN ROTH RESPIEL FRANCISM POLICE A 127FDCC224 11/11

Exhibit "B"

ATTACHMENT 1

STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT

Lease Payment Schedule

LESSOR:	DE LAGE LANDEN PUBLIC FINANCE LLC	
LESSEE:	VILLAGE OF BROOKFIELD	
LEASE MU	M3ER: PUB 13665	
LEASE DA	NTE:	, 2014

ayment Number	Rental Payment	Velerest Portion	Principal Portion	Balance	Parchase Price
					10.007.40
37	575.25	61,32	513.93	12,511.81	12,887.16
38	675.25	68.90	516.35	11,995.46	12,355.32
39	575.25	56.47	518.78	11.476.68	11,820.98
40	575.25	54.03	521.22	10,955.46	11,284.12
41	575.25	51.57	523.68	10,431,78	10,744.73
42	575.25	49.11	526.14	9,905.64	10,202.81
43	575.25	46.63	528.62	9,377.02	9,658.33
44	575.25	44.14	531.11	8,845.91	9,111.29
45	575.25	41.64	533.61	8,312.30	8,561.67
46	575.25	39.13	536.12	7,776.18	8,009.47
47	575.25	36.61	538.64	7,237.64	7,454.67
48	575.25	34.07	541.18	6,696,36	6,897.25
49	575.25	31,52	543.73	6,152.63	6,337.21
50	575.25	28.96	546.29	5,608.34	5,774.53
51	575.25	26.39	548.86	5,057.48	5,209.20
52	575.25	23.81	551.44	4,506.04	4.641.22
53	575.25	21.21	554.04	3,952.00	4,070.56
54	575.25	18.60	556.65	3,395.35	3,497.21
55	575.25	15.98	559.27	2,836.08	2,921.16
56	575.25	13.35	551.90	2,274.18	2,342.41
67	575.25	10.71	564.54	1,709.64	1,760.93
68	575.25	8.05	567.20	1,142.44	1,176.71
69	575.25	5.38	559.87	672.57	589.75
60	575.25	2.68	572.67	0.00	0.00
Grand Totals	34,615.00	4,507.18	30,007.82		
sse Squire			Pate		

Fage 2 gt 2 .

ECCIPARION Francis Constitute USA, 1940CCP4 11/19

De Lage Landen Public Finance LLC

ACCEPTANCE CERTIFICATE

1111 Old Eagle School Road Wayne, PA 19087

Ladies	and	fior:	llome	ın

Re:	State and Local Government Lease Purchase Agreement dated as of May 23	, 20 <u>14</u> , belweer
	De Lane Landen Public Finance LLC, as Lessor, and VILLAGE OF BROOKFIELD	as Lessee

In accordance with the State and Local Government Lease Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

- 1. All of the Equipment (as such term is defined in the Agreement) has been delivered, installed and accepted on the date hereof.
- 2. Lessee has conducted such inspection and/or testing of the Equipment as it deams necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
- 3. Lessee is currently maintaining the insurance coverage required by Section 14 of the Agreement.
- 4. No event or condition that constitutes, or with notice or tapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date benefit

	trisse VILLAGE OF BROOKFIELD				
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줐	Praittere		_		
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(SEAL)

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Exhibit "C" SERVICE AGREEMENT WITH ILLINOIS PAPER & COPIER CO.



Add-On Servic	nt	6 Territorial Ct. · Bolingbrook, IL 60440					
					www.illino	ispapercopier.com	
Supplement Schedule #			Original Service Agreement # CT1917				
Customer Name Village of Brookfield							
Billing Address							
Street Address 8820 Brookfield Ave.			City Brookfield		State IL	Zip 60513	
Phone (708) 485-73	344						
Shipping Address (if different tha Street Address	Shipping Address <i>(if different than above)</i> Street Address			City			
		TERMS AND CO	ONDITIONS				
This Add-on Service Agreement (* Paper & Copler Co. and is hereb modified or supplemented hereby	y made part of the Original :	Service Agreemen			ween the undersign		
Company of the State of	Section wilder	EQUIPMENT	ADDED		国际基本		
Model #	Start Meter	Vot			Rate	Serial Number	
		BAW	Color	BAV	Color		
1. Ricoh C5503				.011	.075		
2. Ricoh C300SR				.011	.075		
3.							
4.							
5.							
6.							
Additional Payment Amount: Customer Acceptance	\$ 0]]		
Authorized Signature:							
Printed Name:			Date:				
Title IPCC Acceptance			Date				
Authorized Signature:						printPLU	
Printed Name:							
Title Service Manager Date							
			ā .		YOUR	ONE SOURCE	

FOR ALL THE RIGHT SOLUTIONS

Add-On_SycAgr_101311

BILLING INFORMATION

PLEASE COMPLETE THIS FORM AND RETURN WITH DOCUMENTS

In order for _DE_LAGE_LANDEN PUBLIC FINANCE_LLC complete this form and return it with the signed documents.	to properly bill and credit your account, it	is necessary that you
Billing Hame:		
Billing Addrass:		
Attention:	pzyments)	
Telephone Number:		
Email Address:		
FEOERAL IDa:		
Primary Contact Hame:		
Primary Contact Number:		
Do you require a P.O.# to be referenced on lovokes you receive from u P.O.#: Do you have multiple teases, and would the them all billed on one knoke ((summary tilling)? YES 🗍 NO 🗍	
This form completed by:(Ham.	e zad Tūla)	
CONTACT INFORMATION FOR FO	RM 8038 FILINGS	
Contact Name:		
Title:		
Contact Address:	.,	
Contact Telaphone Humbar:		
Ema i Address:		

PFDDC036v6

Ezhambyn Farnal Betelriteus & Centicolla (ik

ADDENDUM TO THE STATE AND LOCAL GOVERNMENT LEASE – PURCHASE AGREEMENT

THIS ADDENDUM dated	, 2014, supplements, amends and modifies the terms
and conditions of the State and Local Government	ent Lease - Purchase Agreement (the "Agreement") by
and between the Village of Brookfield, Illinois,	and DeLage Landen Public Finance, LLC for one (1)
Ricoh C300SR digital copier with attachments as	nd one (1) Ricoh C5503 digital copier with attachments;
and this Addendum is hereby incorporated into the	ne Agreement. To the extent of inconsistencies between
the Agreement and this Addendum, the terms and	conditions of this Addendum shall control.

The Agreement is amended as follows:

Section 26 is hereby added to the Agreement:

26. STATUTORY REQUIREMENTS

- 26.1 Equal Employment Opportunity. In the event of the Lessor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights, the Lessor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations; and this Agreement may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Lessor agrees as follows:
 - (1) That the Lessor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.
 - (2) That, if the Lessor hires additional employees in order to perform this contract or any portion of this contract, it will determine the availability (in accordance with the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the areas from which the Lessor may reasonably recruit; and the Lessor will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
 - (3) That, in all solicitations or advertisements for employees placed by the Lessor or on the Lessor's behalf, the Lessor will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service.
 - (4) That the Lessor will send to each labor organization or representative of workers with which the Lessor has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Lessor's obligations under the Act and the Illinois Department of Human Rights Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Lessor in the Lessor's efforts to comply with the Illinois Human Rights Act and Illinois Department of Human Rights Rules and Regulations, the Lessor will promptly notify the Illinois Department of Human Rights; and the Village and will recruit employees from other sources when necessary to fulfill its obligations

under the contract.

- (5) That the Lessor will submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.
- (6) That the Lessor will permit access to all relevant books, records, accounts and work sites by personnel of the Village and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.
- (7) That the Lessor will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the Lessor will be liable for compliance with applicable provisions of this clause by subcontractors; and further, it will promptly notify the Village and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Lessor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.
- 26.2 Prohibition of Segregated Facilities. The Lessor will not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. The Lessor shall (except where it has obtained identical certifications from proposed subcontractors and material Lessors for specific time periods) obtain certifications in compliance with this subparagraph from proposed subcontractors or material Lessors prior to the award of a subcontract or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause, and that the Lessor will retain such certifications in its files.
- 26.3 Sexual Harassment Policy. The Lessor has and will have in place and will enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).
- **26.4** Certifications. The Lessor shall submit to the Village the Certification attached hereto and made a part hereof marked as Exhibit A signed by its president before a notary public.
- 26.5 Record Retention. The Lessor shall maintain its records relating to the performance of the Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1, et seq.) and the Freedom of Information Act (5 ILCS 140/1, et seq.) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by the Lessor shall be available for review and audit by the Village. The Lessor shall cooperate with the Village (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1, et seq.), (b) with any request for public records made pursuant to any audit, and (c) by providing full access to and copying of all relevant books and records within a time period which allows the Village to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1, et seq.). Failure by the Lessor to maintain the books, records and

supporting documents required by this section or the failure by the Lessor to provide full access to and copying of all relevant books and records within a time period which allows the Village to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 et seq.) shall establish a presumption in favor of the Village for the recovery of any funds paid by the Village under this Agreement or for the recovery for any penalties or attorney's fees imposed by the Freedom of Information Act (5 ILCS 140/1, et seq.). The obligations imposed by this section shall survive final payment and the termination of the other obligations imposed by this Agreement.

Exhibit A CERTIFICATION

The assurances hereinafter made by the Lessor are each a material representation of fact upon which reliance is placed by the Village of Brookfield in entering into the contracts with the Lessor. The Village of Brookfield may terminate the contracts if it is later determined that the Lessor rendered a false or erroneous assurance, and the surety providing the performance bond shall be responsible for the completion of the contract.

- I, Dennis McCafferty, hereby certify that I am a member of the Lessor, as that term is defined in the State and Local Government Lease Purchase Agreement entered into by and between the Village of Brookfield and the Lessor and as such hereby represent and warrant to the Village of Brookfield, a municipal corporation, that the Lessor and its shareholders holding more than five percent (5%) of the outstanding shares of the Lessor, its officers and directors are:
 - (A) Not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
 - (B) Not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or 33E-4 (bid-rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
 - (C) Not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1.

In addition, the Lessor hereby represents and warrants to the Village of Brookfield that:

- (A) The Lessor, pursuant to 30 ILCS 580/1 et seq. ("Drug-Free Workplace Act"), will provide a drug-free workplace by:
 - (1) Publishing a statement:
 - a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Lessor= workplace;
 - b. Specifying the actions that will be taken against employees for violations of such prohibition;
 - c. Notifying the employee that, as a condition of employment on such Agreement, the employee will;
 - i. Abide by the terms of the statement;
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
 - (2) Establishing a drug-free awareness program to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The Lessor= policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance program; and
- d. The penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement to give a copy of the statement required by Subsection (A)(1) to each employee engaged in the performance of the Agreement, and to post the statement in a prominent place in the workplace;
- (4) Notifying the Village within ten (10) days after receiving notice under paragraph(A)(1)e from an employee or otherwise receiving actual notice of such conviction;
- (5) Imposing a sanction on, or requiring the satisfactory participation in a drugabuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
- (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section;
- (B) The Lessor has not excluded and will not exclude from participation in, denied the benefits of, subjected to discrimination under, or denied employment to any person in connection with any activity funded under the contract on the basis of race, color, age, religion, national origin, disability, or sex;
- (C) The Lessor, at the time the Lessor submitted a bid on this contract, had an Illinois Department of Human Rights pre-qualification number or had a properly completed application for same on file with the Illinois Department of Human Rights, as provided for in 44 Illinois Administrative Code 750.210;
- (D) No Village of Brookfield officer, spouse or dependent child of a Village of Brookfield officer, agent on behalf of any Village of Brookfield officer or trust in which a Village of Brookfield officer, the spouse or dependent child of a Village of Brookfield officer or a beneficiary is a holder of any interest in the Lessor; or, if the Lessor's stock is traded on a nationally recognized securities market, that no Village of Brookfield officer, spouse or dependent child of a Village of Brookfield officer, agent on behalf of any Village of Brookfield officer or trust in which a Village of Brookfield officer, the spouse or dependent child of a Village of Brookfield officer or a beneficiary is a holder of more than one percent (1%) of the Lessor, but if any Village of Brookfield officer, spouse or dependent child of a Village of Brookfield officer, agent on behalf of any Village of Brookfield officer or trust in which a Village of Brookfield officer, the spouse or dependent child of a Village of Brookfield officer or a beneficiary is a holder of less than one percent (1%) of the Lessor, the Lessor has disclosed to the

Village of Brookfield in writing the name(s) of the holder of such interest.

- No officer or employee of the Village of Brookfield has solicited any gratuity, discount, (E) entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Lessor in violation of Section 2-889 of Article VII of Chapter 2 of the Code of Ordinances, Village of Brookfield, Illinois.
- The Lessor has not given to any officer or employee of the Village of Brookfield any (F) gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation Section 2-889 of Article VII of Chapter 2 of the Code of Ordinances, Village of Brookfield, Illinois; and
- Neither the Lessor nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Lessor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

If any certification made by the Lessor changes or any term or condition on which a certification is based changes, which then renders the certification to be no longer valid, the Lessor shall so notify the Village of Brookfield in writing within seven (7) days.

Dated:	, 2014	Lessor: DeLage Landen Public Finance, LLC
		By: Dennis McCafferty, Member
STATE OF ILLINOIS) COUNTY OF COOK) ss.)	Dennis McCarrerty, Member
Dennis McCafferty, known	to me to be the	in and for the State and County aforesaid, hereby certify that president of the Lessor, appeared before me this day in person wledged that he executed the foregoing certification as his free
Dated:	, 2014	
Notary Pub	lic	

ORDINANCE NO. 2014 -36

AN ORDINANCE IMPOSING A TEMPORARY MORATORIUM ON THE ACCEPTANCE AND PROCESSING OF APPLICATIONS FOR AND THE ISSUANCE OF ZONING APPROVALS FOR LICENSED CANNABIS CULTIVATION CENTERS AND LICENSED MEDICAL CANNABIS DISPENSARIES IN THE ZONING DISTRICTS OF THE VILLAGE OF BROOKFIELD, COOK COUNTY, ILLINOIS

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES THE 27TH DAY OF MAY 2014

Published in pamphlet form by authority of the Corporate Authorities of Brookfield, Illinois, the 27th day of May 2014.

ORDINANCE NO. 2014 -36

AN ORDINANCE IMPOSING A TEMPORARY MORATORIUM ON THE ACCEPTANCE AND PROCESSING OF APPLICATIONS FOR AND THE ISSUANCE OF ZONING APPROVALS FOR LICENSED CANNABIS CULTIVATION CENTERS AND LICENSED MEDICAL CANNABIS DISPENSARIES IN THE ZONING DISTRICTS OF THE VILLAGE OF BROOKFIELD, COOK COUNTY, ILLINOIS

WHEREAS, pursuant to Division 13 of the Illinois Municipal Code (65 Illinois Compiled Statutes 5/11-13-1, et seq.), and pursuant to the applicable provisions of Chapter 62 entitled "Zoning" of the Code of Ordinances, Village of Brookfield, Illinois, the Village of Brookfield, Illinois (the "Village") has the authority to:

- (1) to regulate and limit the height and bulk of buildings hereafter to be erected;
- (2) to establish, regulate and limit, subject to certain restrictions, the building or set-back lines on or along any street, traffic-way, drive, parkway or storm or floodwater runoff channel or basin;
- (3) to regulate and limit the intensity of the use of lot areas, and to regulate and determine the area of open spaces, within and surrounding such buildings;
- (4) to classify, regulate and restrict the location of trades and industries and the location of buildings designed for specified industrial, business, residential, and other uses;
- (5) to divide the entire municipality into districts of such number, shape, area, and of such different classes (according to use of land and buildings, height and bulk of buildings, intensity of the use of lot area, area of open spaces, or other classification) as may be deemed best suited to carry out the purposes of the powers delegated under Division 13 of the Illinois Municipal Code;
- (6) to fix standards to which buildings or structures therein shall conform;
- (7) to prohibit uses, buildings, or structures incompatible with the character of such districts;
- (8) to prevent additions to and alteration or remodeling of existing buildings or structures in such a way as to avoid the restrictions and limitations lawfully imposed under Division 13 of the Illinois Municipal Code;

- (9) to classify, to regulate and restrict the use of property on the basis of family relationship, which family relationship may be defined as one or more persons each related to the other by blood, marriage or adoption and maintaining a common household;
- (10) to regulate or forbid any structure or activity which may hinder access to solar energy necessary for the proper functioning of a solar energy system, as defined in Section 1.2 of the Comprehensive Solar Energy Act of 1977;
- (11) to require the creation and preservation of affordable housing, including the power to provide increased density or other zoning incentives to developers who are creating, establishing, or preserving affordable housing; and
- (12) to establish local standards solely for the review of the exterior design of buildings and structures.

WHEREAS, Public Act 098-0122, entitled the "Compassionate Use of Medical Cannabis Pilot Program Act" (the "Act"), enacted by the State of Illinois (the "State"), became effective on January 1, 2014;

WHEREAS, the Act provides for the lawful use of cannabis by qualifying state residents and establishes a process for the licensing and operation of cannabis cultivation centers (where cannabis may be grown) and cannabis dispensaries (where cannabis may be sold) throughout the State;

WHEREAS, the Act provides that the Illinois Department of Agriculture, the Illinois Department of Financial and Professional Regulation and the Illinois Department of Public Health shall within 120 days from the effective date of the Act develop administrative rules needed to implement the Act and to submit the rules developed to the Joint Commission on Administrative Rules;

WHEREAS, the review and approval process followed by the Joint Commission on Administrative Rules as defined by state law can span three to four months;

WHEREAS, Section 140 of the Act allows units of local government to enact reasonable zoning regulations that are not in conflict with the Act or Department of Public Health regulations;

WHEREAS, the corporate authorities of the Village of Brookfield have the authority to legislate to further promote the public health, safety and welfare of the citizens of the Village;

WHEREAS, the Village desires to preserve the character of the zoning districts within the Village by encouraging proper and compatible zoning district(s) for the location and operation of licensed cannabis cultivation centers and licensed medical cannabis dispensaries in the Village;

WHEREAS, the acceptance and processing of applications for zoning approval or zoning relief of such uses may frustrate the sound consideration and implementation of potential amendments to the Village's Comprehensive Plan and/or the Code of Brookfield, Illinois, including, but not limited to, the Zoning Ordinance of the Village of Brookfield if done prior to the implementation of administrative rules required to implement the Act; and

WHEREAS, the purpose of this ordinance is to provide, during the moratorium period, adequate time for the State to finalize its procedures, to maintain the status quo so that the Planning and Zoning Commission and the corporate authorities of the Village are afforded the opportunity to consider the impact and compatibility of cannabis cultivations centers and cannabis dispensaries with the existing and anticipated future uses of land within the Village and for Village staff to study and provide notice of public hearings and/or meetings of the Planning and Zoning Commission and the corporate

authorities of the Village to consider amendments to the Village's Comprehensive Plan and/or the Code of Brookfield, Illinois, including, but not limited to, the Zoning Ordinance of the Village of Brookfield in order to promote, preserve and facilitate compatible uses in the various zoning districts and to further promote the public health, safety and welfare of the citizens of the Village;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and the Board of Trustees of the Village of Brookfield, Cook County, Illinois, as follows:

<u>Section 1</u>. Recitals. The facts and statements contained in the preambles to this ordinance are found to be true and correct and are hereby incorporated as if fully set forth herein.

Section 2. Moratorium. There is hereby imposed a temporary moratorium on the acceptance and processing of applications for zoning approval or zoning relief for uses related to licensed cannabis cultivation centers and licensed medical cannabis dispensaries. This temporary moratorium shall not apply to any matters currently pending before the Village as a result of a completed application filed with the Village prior to the date of adoption of this ordinance. This temporary moratorium shall remain in effect until the earlier of the expiration of one hundred eighty (180) days from the date the Illinois Joint Commission on Administrative Rules approves the rules proposed by the Illinois Department of Agriculture, the Illinois Department of Financial and Professional Regulation; and the Illinois Department of Public Health; or the adoption by the corporate authorities of the Village of amendment(s) to the Village's Comprehensive Plan and/or Village Code, including, but not limited to, the Zoning Ordinance of the Village of Brookfield, that are currently being or will be studied.

Section 3. Judicial Review. For purposes of judicial review, any application for zoning approval or zoning relief that is submitted to the Village during the period of this temporary moratorium and that is not voluntarily withdrawn by the applicant during this temporary moratorium shall be considered to have been deemed denied by the Village Manager. The denial by the Village Manager may be appealed immediately to the Village Board of Trustees at its next regularly scheduled meeting by the delivery of a written notice of appeal to the Village Manager not later than 72 hours prior to the convening of said meeting. Any denial of the acceptance of any application or issuance of any zoning approval or zoning relief by the Village Board of Trustees shall be a final administrative decision subject to review under the provisions of the Illinois Administrative Review Law(735 ILCS 5/3-101 et seq.).

<u>Section 4</u>. Repeal of Conflicting Ordinances. All ordinances or parts of ordinances in conflict with this ordinance are repealed, insofar as a conflict may exist.

<u>Section 5</u>. Severability. If any provision of this ordinance, or the application of any provision of this ordinance, is held unconstitutional or otherwise invalid, such occurrence shall not affect other provisions of this ordinance, or their application, that can be given effect without the unconstitutional or invalid provision or its application. Each unconstitutional or invalid provision or application of such provision is severable, unless otherwise provided by ordinance.

[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.]

passage, approval and publication in pamphlet form.

ADOPTED this 27th day of May 2014 pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this 27th day of May 2014.

Kit P. Ketchmark, President of the Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office, and published in pamphlet form this 27th day of May 2014.

Catherine Colgrass-Edwards, Clerk of the

Effective Date. This ordinance shall take effect following its

Section 6.

Village of Brookfield, Cook County, Illinois

RESOLUTION NO. R-2014- 954

A RESOLUTION AWARDING A CONTRACT FOR THE 2014 OGDEN AND RAYMOND ALLEY RECONSTRUCTION PROJECT FOR THE VILLAGE OF BROOKFIELD, ILLINOIS

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES THE 27TH DAY OF MAY 2014

RESOLUTION NO. R-2014-954

A RESOLUTION AWARDING A CONTRACT FOR THE 2014 OGDEN AND RAYMOND ALLEY RECONSTRUCTION PROJECT FOR THE VILLAGE OF BROOKFIELD, ILLINOIS

WHEREAS, the Village of Brookfield publicly advertised for sealed bids for the 2014 Street Improvements Project (the "Project");

WHEREAS, bids for the Project were received, publicly opened, examined and declared at 11:00 a.m. on the 17th day of April , 2014; and

WHEREAS, of the bids received and opened, the apparent lowest responsible bidder for the Project is MYS, Inc. of Palos Park, Illinois;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Village of Brookfield, Cook County, Illinois, as follows:

<u>Section 1</u>: The facts and statements contained in the preambles to this resolution are found to be true and correct and are hereby adopted as part of this resolution.

<u>Section 2</u>: The corporate authorities do hereby find MYS, Inc. to be the lowest responsible bidder for the Project.

Section 3: MYS, Inc. is hereby awarded the contract for the Project, at the prices set forth in its bid subject to the furnishing of the proper bonds and insurance.

Section 4: The Village President is hereby authorized to execute and the Village Clerk to attest and seal a Notice of Award substantially in the form attached hereto as Exhibit "A" and made a part hereof. The Notice of Award shall be issued to MYS, Inc. the lowest responsible bidder, for the Project. The Notice of Award shall be

accompanied by a sufficient number of contracts with all other written contract documents attached for execution by MYS, Inc.

Provided that MYS, Inc. returns to the Village within ten (10) days Section 5: of the receipt of the Notice of Award the contract with all other written contract documents attached, properly executed by it, along with the proper contract bonds, then the Village President is authorized to execute and the Village Clerk to attest the contract and other written contract documents.

This Resolution shall take effect upon its passage and approval in Section 6: pamphlet form.

ADOPTED this 27th day of May 2014, pursuant to a roll call vote as follows:

AYES:	
NAYS:	
ABSENT:	
ABSTENTION:	
APPROVED by me this 27 th day	of May 2014.
	Kit P. Ketchmark, President of the Village of Brookfield, Cook County, Illinois
ATTESTED and filed in my office, and published in pamphlet form this 27 th day of May 2014.	

2 443101.1

Catherine Colgrass-Edwards, Clerk of the Village

of Brookfield, Cook County, Illinois

Exhibit "A"

VILLAGE OF BROOKFIELD, ILLINOIS NOTICE OF AWARD

TO: MYS, Inc.

7801 West Deerwood Drive Palos Park, Illinois 60464

of Brookfield, Cook County, Illinois

PROJECT DESCRIPTION: Village of Brookfield, Illinois, 2014 Ogden and Raymond Alley Reconstruction Project.

THE VILLAGE OF BROOKFIELD has considered the Proposal submitted by you for the above-described work in response to its Notice of Bidders.

YOU ARE HEREBY NOTIFIED that your bid has been accepted for items in the amount of Sixty-Nine Thousand Nine Hundred Eight and No/100 Dollars (\$69,980.00) payable on a unit-price basis for the units of work listed in the Project Scope properly installed and accepted by the Village, subject to the furnishing of the proper bonds and insurance.

You are required to execute the Contract and furnish the required contract bonds and insurance within ten (10) calendar days from the date of the receipt of this Notice.

If you fail to execute said Contract and to furnish said bonds and insurance within ten (10) days from the issuance of this Notice of Award, the Village will be entitled to consider all your rights arising out of the Village's acceptance of your bid as abandoned and as a forfeiture of your bid security. The Village will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Village of Brookfield.

Dated this 27 th day of May 2014.	AGE OF BROOKFIELD, ILLINOIS			
E	Зу:			
	Kit P. Ketchmark, President of the			
	Village of Brookfield, Cook County, Illinois			
ATTESTED and filed in my office,				
this 27 th day of May 2014.				
Catherine Colgrass-Edwards, Clerk of the Vill	lage			

ACCEPTANCE OF NOTICE

of	Receipt	of	the	above 2014	e of	Award	is	hereby	acknowledged	by	MYS,	inc.	this	 _. day
								MYS,	Inc.					
								Curt N	1. Yelnick Pres	ider	nt			



May 15, 2014

Mr. Rick Ginex Village Manager Village of Brookfield 8820 Brookfield Avenue Brookfield, Illinois 60513

Re:

East-West Alley in the 4000 Block between Raymond and Madison

Dear Rick:

Sealed bid proposals for the referenced project were received and publicly opened at 11:00 A.M. on Thursday, April 17, 2014 at the Brookfield Village Hall.

A total of four (4) contractors obtained bidding documents for this project and the Village received proposals from three (3) qualified companies. The bid proposal results are as follows:

BID PROPOSAL AMOUNT CONTRACTOR MYS, Inc. \$69,980.00 \$99,994.50 Triggi Construction Inc. \$120,910.00 **G&M Cement Construction Inc.** \$68,655.00

Each of the bid proposals were properly completed and accompanied by the required bid security.

The lowest bidder, MYS, Inc. is a well-qualified, local Chicago area contractor who has satisfactorily completed many concrete alley paving projects in the suburban area surrounding Chicago. They have a sufficient work force in which to complete this project within 45 calendar days. It is our recommendation that the Village accept the bid proposal submitted by MYS, Inc.

We have enclosed a copy of the bid tabulation for the project and the original bid proposals.

Please feel free to contact our office should you have any questions or require additional information.

Respectfully submitted,

Engineer's Estimate

EDWIN HANCOCK ENGINEERING CO.

6 Speichel

Enclosures

Edwin Hancock Engineering Company

BID TABULATION

BID DATE & TIME: Thursday, April 17, 2014 @ 10:30 A.M.

PROJECT: East-West Alley in the 4000 Block between Raymond Avenue and Madison Avenue k/bidiabs/BROOKFLD/13211 - E-W alley 4000 Blk Raymond_Madison.xls

TOTAL AMOUNT OF BID	QU 1. COMB CURB AND GUTTER REMOVAL 2. SIDEWALK REMOVAL 3. GARAGE APRON REMOVAL 4. PAVEMENT REMOVAL 5. HMA SURFACE REMOVAL 6. EARTH EXCAVATION FOR ALLEY PAVEMENT 7. SUBGRADE REMOVAL AND REPLACEMENT 8. DRYWELL 9. COMB CONC C69, TY 8-5.12 (MODIFIED) 9. PCC SIDEWALK 5" 1. DETECTABLE VARNINGS 7. PCC GARAGE APRON, 7" 3. PCC GARAGE APRON, 7" 3. PCC GALLEY PAVEMENT, 6" 4. PROTECTIVE COAT 5. GEOTECHNICAL FABRIC FOR GROUND STABLIZATION 6. AGGREGATE BASIC COURSE, TYPE B, 6" 7. HMA SURFACE COURSE 9. TOPSOIL AND SOD RESTORATION 0. LANDSCAPING STONE RESTORATION 0. LANDSCAPING STONE RESTORATION 1. TRAFFIC CONTROL AND PROTECTION	
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RESOLUTION NO. R-2014 -955

A RESOLUTION AUTHORIZING THE ISSUANCE OF A NOTICE OF AWARD FOR THE POWER SUPPLY AGREEMENT FOR THE MUNICIPAL AGGREGATION OF ELECTRIC SUPPLY FOR THE VILLAGE OF BROOKFIELD, ILLINOIS

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES THE 27TH DAY OF MAY 2014

RESOLUTION NO. R-2014- 955

A RESOLUTION AUTHORIZING THE ISSUANCE OF A NOTICE OF AWARD FOR THE POWER SUPPLY AGREEMENT FOR THE MUNICIPAL AGGREGATION OF ELECTRIC SUPPLY FOR THE VILLAGE OF BROOKFIELD, ILLINOIS

WHEREAS, the Illinois Power Agency Act [20 ILCS 3855/1-1 et seq.] was amended to include Section 1-92 entitled "Aggregation of Electrical Load by Municipalities and Counties" (the "Act");

WHEREAS, pursuant to the Act, the Village of Brookfield (the "Village") may aggregate residential and small commercial/retail electric loads located within the Village, solicit bids, select a retail electric supplier, enter into a Power Supply Agreement to facilitate the purchase of electricity and related services and equipment on behalf of its residents and small businesses and operate an electrical aggregation program (the "Aggregation Program") as an opt-out program if a referendum is passed by a majority of the electors voting on such referendum;

WHEREAS, pursuant to the Act, the Village adopted an ordinance authorizing a referendum to be held at the March 20, 2012, general primary election, which asked the voters of the Village for authority to create an Opt-Out Electric Aggregation Program for its residents and small business customers;

WHEREAS, at the March 20, 2012, general primary election, the referendum was approved by majority of the electors voting on the referendum;

WHEREAS, the corporate authorities of the Village found that it was in the best interest of the Village and its residents to operate the Aggregation Program pursuant to the Act as an opt-out program and to implement the program according to the terms of the Act;

WHEREAS, in accordance with the Act, the Village, after providing proper notice,

conducted public hearings concerning the Electric Aggregation Plan of Operation and Governance proposed to be adopted by the Village;

WHEREAS, pursuant to the Act, the Village adopted Ordinance 2012-29 entitled An Ordinance Authorizing the Aggregation of Residential and Small Commercial/Retail Electrical Loads and Adopting an Electric Aggregation Plan of Operation and Governance by the Village of Brookfield, Cook County, Illinois, adopting the Electric Aggregation Plan of Operation and Governance and authorizing the issuance of a Request for Proposal for electrical supply and related services for the Electric Aggregation Program for the Village residents and small business customers;

WHEREAS, pursuant to the Request for Proposal for electrical supply and related services for the Electric Aggregation Program, the Village solicited and received sealed Proposals for the Power Supply Agreement for the Municipal Aggregation of Electric Supply for the Village of Brookfield, Illinois, and entered into a Master Power Supply Agreement with FirstEnergy Solutions, Corporation;

WHEREAS, the Master Power Supply Agreement with FirstEnergy Solutions, Corporation is scheduled to expire;

WHEREAS, pursuant to the Act and the Electric Aggregation Plan of Operation and Governance, the Village is authorized to issue a Request for Proposal for electrical supply and related services for the Electric Aggregation Program for the Village residents and small business customers;

WHEREAS, pursuant to the Request for Proposal for electrical supply and related services for the Electric Aggregation Program, the Village solicited sealed Proposals for the Power Supply Agreement for the Municipal Aggregation of Electric Supply for the Village of

Brookfield, Illinois;

WHEREAS, the Proposals were received, opened and examined at _____:00 p.m. on Tuesday, May 27, 2014; and WHEREAS, the Proposals were evaluated and based upon the evaluation, the Proposal of _____ is recommended by the Northern Illinois Municipal Electric Collaborative Inc. to be the most advantageous to the residential and small business customers of the Village; NOW, THEREFORE, BE IT RESOLVED by the corporate authorities of the Village of Brookfield, Cook County, Illinois, as follows: Section 1: The corporate authorities do hereby find the Proposal of to be the most advantageous to the residential and small business customers of the Village. Section 2: The Village of Brookfield does hereby determine that it is in the best interests of the Village and does hereby direct that a Notice of Award be issued to for the electrical supply and related services for the Electric Aggregation Program at the prices set forth in its Proposal for a contract term of _____ months and with a power mix which equals or exceeds the Illinois Renewable Portfolio Standard. However, individual customers shall be given the option to select a power mix, which equals or exceeds the Illinois Renewable Portfolio Standard and where any non-renewable sources are offset 25%, 50% or 100% by Renewable Energy Credits sourced through hydro, wind, solar or captured methane-landfill gas.

Section 3: The Village President is hereby authorized to execute and the Village Clerk to attest and seal a Notice of Award substantially in the form attached hereto marked

as Exhibit "A" and made a part hereof. Further, the Notice of Award shall be issued to
The Notice of Award shall be accompanied by a sufficient
number of Power Supply Agreements for execution by with
such terms therein, consistent with this resolution and the Electric Aggregation Plan of
Operation and Governance as may be approved by the officials executing the same, their
execution thereof shall constitute conclusive evidence of their approval of the same,
subject to review and approval of such Power Supply Agreement by the Village President
and the Village Attorney.
Section 4: Provided further that
returns to the Village within ten (10) days of the receipt of the Notice of Award the executed
Power Supply Agreement, then the Village President is authorized to execute and the
Village Clerk to attest the Power Supply Agreement.
[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.]

Section 5: This Resolution shall take effect upon its passage and approve	ıl in			
pamphlet form.				
ADOPTED this 27 th day of May 2014, pursuant to a roll call vote as follows:				
AYES:				
NAYS:				
ABSENT:				
ABSTENTION:				
APPROVED by me this 27 th day of May 2014.				
	<u>.</u>			
Kit P. Ketchmark, President of the Village of Brookfield, Cook County, Illinois				
ATTESTED and filed in my office, this 27 th day of May 2014.				
Catherine Colgrass-Edwards, Clerk of the Village of Brookfield, Cook County, Illinois				

436286.1 5

EXHIBIT "A" VILLAGE OF BROOKFIELD, ILLINOIS NOTICE OF AWARD

RESOLUTION NO. R - 2014 - 953

A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF A SETTLEMENT AGREEMENT, RELEASE, COVENANT NOT TO SUE AND ASSIGNMENT BY AND BETWEEN THE VILLAGE OF BROOKFIELD, CHICAGO TITLE LAND TRUST COMPANY AND STEVE CAMPBELL

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THIS 27th DAY OF MAY 2014

RESOLUTION NO. R - 2014 - 953

A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF A SETTLEMENT AGREEMENT, RELEASE, COVENANT NOT TO SUE AND ASSIGNMENT BY AND BETWEEN THE VILLAGE OF BROOKFIELD, CHICAGO TITLE LAND TRUST COMPANY AND STEVE CAMPBELL

WHEREAS, the Village of Brookfield filed suit against the Chicago Title Land Trust Company and Steve Campbell in the Circuit Court of Cook County, Illinois, in a case entitled Village of Brookfield, Plaintiff vs. Chicago Title Land Trust Company, an Illinois corporation, as Trustee under the provisions of a Certain Land Trust Agreement dated December 11, 1986 and known as trust number 860978 and Steve Campbell, Defendants, bearing case number 2013 CH 015614 (the "Lawsuit");

WHEREAS, the Village desires to settle and terminate certain issues described in the Lawsuit, to resolve and discharge, as between the Village and the defendants, all liabilities, disputed issues, claims, demands, actions, or causes of action arising out of the Lawsuit, to purchase peace, avoid further legal costs pursuant to the terms and provisions expressed in the Settlement Agreement, General Release and Covenant Not to Sue.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Brookfield, Cook County, Illinois, as follows:

<u>Section 1</u>: It is hereby determined that it is advisable, necessary and in the public interest that the Village enter into the Settlement Agreement, General Release and Covenant Not to Sue by and between the Village of Brookfield, Chicago Title Land Trust Company and Steve Campbell.

<u>Section 2</u>: The Village President shall be and is hereby authorized and directed to execute and the Village Clerk shall be and is hereby authorized to attest on behalf of the Village the Settlement Agreement, General Release and Covenant Not to Sue by and between the Village of Brookfield, Chicago Title Land Trust Company and Steve Campbell, a copy of which are attached hereto marked as Exhibit "A."

Section 3: This Resolution shall be in full force and effect upon its passage and approval in accordance with law.

ADOPTED this 27th day of May 2014, pursuant to a roll call vote as follows:

AYES:							
NAYS:	NAYS:						
ABSENT:							
ABSTENTION:							
APPROVED by me this 27 th day of May 2014.							
	Kit P. Ketchmark, President of the Village of Brookfield, Cook County, Illinois						
ATTESTED and filed in my office, this 27 th day of May 2014.							

Catherine Colgrass-Edwards, Clerk of the Village of Brookfield, Cook County, Illinois

EXHIBIT "A"

Settlement Agreement, General Release and Covenant Not to Sue

SETTLEMENT AGREEMENT, GENERAL RELEASE AND COVENANT NOT TO SUE

This Settlement Agreement, General Release and Covenant Not to Sue ("Settlement Agreement") is made and entered into by and between Chicago Title Land Trust Company, an Illinois corporation, as Trustee under the provisions of a certain Land Trust Agreement dated December 11, 1986 and known as trust number 860978 and Steve Campbell (collectively "Campbell") and the Village of Brookfield (the "Village") as of the 11th day of April 2014.

WHEREAS, the Village has filed a lawsuit in the Circuit Court of Cook County, Illinois, County Department, Chancery Division against Campbell for declaratory and injunctive relief in a case entitled, Village of Brookfield, Plaintiff vs. Chicago Title Land Trust Company, an Illinois corporation, as Trustee under the provisions of a Certain Land Trust Agreement dated December 11, 1986 and known as trust number 860978 and Steve Campbell, Defendants, bearing case number 2013 CH 015614 (the "Lawsuit");

WHEREAS, Campbell has employed and has had the benefit of the counsel of John M. Brom, Attorney at Law, of the law firm of Querrey & Harrow, Ltd., as his attorney for the defense of the Lawsuit and this Settlement Agreement;

WHEREAS, the Village has employed and has had the benefit of the counsel of Andrew Y. Acker and Richard J. Ramello, Attorneys at Law, of the Law Offices of Storino, Ramello & Durkin, as its attorneys for the Lawsuit and this Settlement Agreement;

WHEREAS, each party has entered into this Settlement Agreement freely, voluntarily, willingly, knowingly, and intelligently, without being under the influence of any force or coercion of any kind; and the terms of this Settlement Agreement are the result of

negotiation and discussion between representatives of Campbell and the Village and their

respective attorneys, based on full and fair disclosure of all relevant facts;

WHEREAS, each party expressly states that no representation has been made by

any other party other than that which is contained in this Settlement Agreement; and after

carefully considering the terms of this Settlement Agreement, each party states that it does

not regard this Settlement Agreement to be unconscionable;

WHEREAS, Campbell and the Village in consideration of the obligations hereinafter

undertaken, wish to settle and terminate the issues described above, to resolve and

discharge, as between Campbell and the Village and each of them, all liabilities, disputed

issues, claims, demands, actions, or causes of action arising out of the Lawsuit, to

purchase peace, avoid further legal costs and wish to terminate the Lawsuit pursuant to the

terms and provisions expressed herein; and

WHEREAS, Campbell and the Village have entered into this Settlement Agreement

to settle, compromise, release and dismiss all claims pending between the parties hereto in

the Lawsuit, acknowledge that settlement of this claim is not an admission of liability, of

unconstitutional or illegal conduct by any party and that this settlement is made to avoid the

uncertainty of the outcome of litigation and the expense in time and money of further

litigation and for the purpose of judicial economy;

NOW, THEREFORE, in consideration of the mutual covenants and promises

contained herein, and for other good and valuable consideration, the adequacy of which is

stipulated by the parties, it is hereby agreed as follows:

1. Incorporation of Preamble. The facts and statements contained in the

preambles to this Settlement Agreement are found to be true and correct and are hereby

Page 2 of 12

adopted as part of this Settlement Agreement.

2. Mutual Releases and Covenants.

- a. Campbell's Release. In consideration of the promises made by the Village in this Settlement Agreement, Campbell does hereby release, acquit and forever discharge the Village and each of its agents, servants, employees, representatives, partners, affiliates, officers, trustees, successors and assigns ("Released Parties of Campbell") from any and all actions or causes of action, including, but not limited to, tort claims, contract claims and statutory claims, and all grievances, exemplary and punitive damages, expenses, fees, attorneys' fees or costs, the payment of any and all debts, obligations, interest, and any and all liabilities whatsoever regarding the matters alleged in the Lawsuit, whether or not same were alleged or asserted in the Lawsuit. Notwithstanding the foregoing, the Campbell does not release or discharge the Village from its obligations under or breach of this Settlement Agreement.
- b. Campbell's Covenant Not to Sue. Further subject to (a) above and in consideration of the promises made by the Village in this Settlement Agreement, Campbell agrees never to institute or solicit any suit, charge, complaint, or action, at law or in equity, in any court of the United States or any state thereof, or in any administrative agency of either the United States or any state, county or municipality thereof, or before any other tribunal, public or private, against the Released Parties of Campbell, regarding the matters alleged in the Lawsuit, including, but not limited to, all claims which could have been asserted inthe Lawsuit. Notwithstanding the foregoing, Campbell does not covenant not to sue the Village for its obligations

under or breach of this Settlement Agreement and/or any other claims that Campbell may have related to matters not involved in the Lawsuit. This provision is in no way to be considered a restriction on Campbell's lawyer's right to practice in violation of Rule 5.6(b) of the Illinois Supreme Court Rules of Professional Conduct.

c. Village's Release. In consideration of the promises made by Campbell in this Settlement Agreement, the Village does hereby release, acquit and forever discharge Campbell and each of its agents, servants, employees, representatives, partners, affiliates, officers, trustees, successors and assigns ("Released Parties of the Village") from any and all actions or causes of action, including, but not limited to, tort claims, contract claims, eminent domain claims and statutory claims, and all grievances, exemplary and punitive damages, expenses, fees, attorneys' fees or costs, the payment of any and all debts, obligations, interest, and any and all liabilities whatsoever regarding the matters alleged in the Lawsuit, whether or not same were alleged or asserted in the Lawsuit. Notwithstanding the foregoing, the Village does not release or discharge the Campbell for its obligations under or breach of this Settlement Agreement.

d. Village's Covenant Not to Sue. Further subject to (c) above and in consideration of the promises made by Campbell in this Settlement Agreement, the Village agrees not to institute or solicit any suit, charge, complaint, or action, at law or in equity, including eminent domain, in any court of the United States or any state thereof, or in any administrative agency of either the United States or any state, county or municipality thereof, or before any other tribunal, public or private, against the Released Parties of the Village regarding the matters alleged in the Lawsuit.,

Notwithstanding the foregoing, the Village does not covenant not to sue Campbell for each of its obligations under or breach of this Settlement Agreement. This provision is in no way to be considered a restriction on the Village's lawyers' right to practice in violation of Rule 5.6(b) of the Illinois Supreme Court Rules of Professional Conduct.

- 3. Removal of Sign. Within sixty (60) days following the execution of this Settlement Agreement, the Village shall remove the Village entrance sign from the property commonly known as 8800 Ogden Avenue, Brookfield, Cook County, Illinois ("Subject Property"). Campbell shall permit the Village and/or a contractor hired by the Village to enter upon the Subject Property for the purpose of removing the Village entrance sign. the Village agrees the Permanent Easement Agreement shall never be recorded. The Village acknowledges that Campbell has terminated any permissive use of the land upon which the sign currently sits.
- 4. Dismissal of Lawsuit. Upon execution and approval of this Settlement Agreement by each of the parties hereto, the parties shall direct their attorneys to execute and file a Stipulation for Voluntary Dismissal of the Lawsuit with prejudice, substantially in the form attached hereto as Exhibit "A" with the Clerk of the Circuit Court of County, Illinois, and thereafter cause to be entered an Agreed Order of Dismissal with prejudice, substantially in the form attached hereto as Exhibit "B," providing for the dismissal of the Lawsuit with prejudice.
- 5. Full and Final Settlement. Campbell and the Village agree that the removal of the sign is in full and final settlement of all claims, demands, actions, causes of action, contribution claims, obligations, agreements, promises, representations, restrictions,

damages, and liabilities of any nature whatsoever in law or equity, whether known or not

known, now existing or arising after the date of this Settlement Agreement, whether

suspected, claimed or recognized under existing common and statutory law, which

Campbell or the Village now have, had, or claim to have, or may ever have against the

each other which arise out of the matters alleged in the Lawsuit, whether presently or

hereafter asserted or which could have been asserted in the Lawsuit.

6. For Settlement Only. Each of the parties' obligations specified herein is

made solely for the purposes of terminating and completely resolving all claims between

Campbell and the Village concerning the Lawsuit. Nothing in this Settlement Agreement is

intended or should be construed as an admission that Campbell or the Village, or any of its

current and former officers, employees or agents is liable for any act or inaction, violated

any law or committed any wrongdoing whatsoever, it being understood that Campbell and

the Village and their officers, employees and agents each expressly denies any

wrongdoing or liability, and enters into this Settlement Agreement amicably to resolve all

disputes arising between the parties.

7. Authority for Settlement Agreement. Campbell and the Village each

hereby represents and warrants that it has the power and authority to enter into this

Settlement Agreement. Each individual executing this Settlement Agreement on behalf of

a trust, partnership, corporate or governmental entity represents that he or she has full

authority to execute the same, and that all necessary trust, partnership, corporate or

governmental action has been taken by such party.

8. Fees and Costs. Each party shall pay its own costs, expenses, attorney's

fees, consultant's fees and witness fees incurred.

Page 6 of 12

- 9. Default. A default will occur upon a breach of the terms or conditions of this Settlement Agreement by duly authorized officers, employees, or agents of Campbell or the Village. In the event of a default, the non-breaching party may seek enforcement or bring a civil action for breach of this Settlement Agreement plus its attorneys' fees, costs and interest accrued pursuing such action. No act of forbearance by a party with respect to its rights under this Settlement Agreement shall be deemed any waiver of or impair any party's rights to enforce this Settlement Agreement by its terms.
- 10. Interpretation. This Settlement Agreement shall be deemed to have been executed and delivered within the state of Illinois and shall in all respects be interpreted, enforced, and governed by the laws of the state of Illinois.
- 11. Complete Agreement. This Settlement Agreement constitutes the complete understanding between Campbell and the Village. No other promises or agreements, either expressed or implied, shall be binding unless signed in writing by all parties to this Settlement Agreement.
- 12. Voluntary Agreement. Campbell and the Village each acknowledges that it has been represented in this matter by counsel, has had sufficient time to consult with its counsel to the extent it deems necessary, has read this Settlement Agreement, understands its provisions and has signed this Settlement Agreement knowingly and voluntarily.
- 13. Counterparts. This Settlement Agreement may be signed in one or more counterparts, each of which will be considered one and the same agreement, deemed an original and attached to form the entire Settlement Agreement.
 - 14. Amendments. This Settlement Agreement shall inure to the benefit of and

may be enforced by or against the parties to this Settlement Agreement. This Settlement Agreement may not be amended, in whole or in part, except in writing signed by a duly authorized agent of Campbell and the Village.

IN WITNESS WHEREOF, the parties have executed this Settlement Agreement is ____ day of April 2014.

this day of April 2014.	
Campbell:	Village:
Chicago Title Land Trust Company, an Illinois corporation, as Trustee under the provisions of a certain Land Trust Agreement dated December 11, 1986 and known as trust number 860978	Village of Brookfield
By:, Trust Officer	By: Kit P. Ketchmark, Village
Steve Campbell	President Attest:
By: Steve Campbell	By: Catherine Colgrass-Edwards, Village Clerk

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS COUNTY DEPARTMENT, CHANCERY DIVISION

VILLAGE OF BROOKFIELD, a municipal corporation,)		
Plaintiff,)		
vs. CHICAGO TITLE LAND TRUST COMPANY, an Illinois corporation, as Trustee under the provisions of a certain Land Trust Agreement dated December 11, 1986 and known as trust number 860978 and STEVE CAMPBELL, Defendants.) No. 13 (CH 15614	
STIPULATION	TO DISMISS		
It is hereby stipulated and agreed by and	among the parties	to the above-entitled a	ction,
through their respective attorneys, that the Verified	l Complaint for De	claratory and Injunctive I	Relie
be dismissed with prejudice and with each side be	earing its own atto	rneys' fees and costs, all	costs
having been paid and all matters in controversy for	which said action	was brought having been	ı fully
settled, compromised and adjourned.			
Village of Brookfield			
Andrew Y. Acker Attorney for Plaintiff, Village of Brookfield Storino, Ramello & Durkin 9501 West Devon Ave., 8th Floor Rosemont, IL 60018 847-318-9500 aacker@srd-law.com Cook County Attorney No. 16203	Date:	, 2014	

435266.2 Stipulation to Dismiss Chicago Title Land Trust Company, an Illinois corporation, as Trustee under the provisions of a certain Land Trust Agreement dated December 11, 1986 and known as trust number 860978 and Steve Campbell

By:	Date:	, 2014
John M. Brom		

Attorney for Defendants
Querrey & Harrow, Ltd.
175 W. Jackson Blvd., Suite 1600
Chicago, IL 60604
(312) 540-7000
jbrom@querrey.com
Cook County Attorney No.

EXHIBIT "B"

Attorney No. 16203

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS COUNTY DEPARTMENT, CHANCERY DIVISION

village of Brookfield, a municipal corporation,)
Plaintiff,)
vs.) No. 13 CH 15614
CHICAGO TITLE LAND TRUST COMPANY, an Illinois corporation, as Trustee under the provisions of a certain Land Trust Agreement dated December 11, 1986 and known as trust number 860978 and STEVE CAMPBELL,))))
Defendants.)

AGREED ORDER OF DISMISSAL

This cause coming on to be heard on this date upon the Stipulation to Dismiss with prejudice filed herein by the Plaintiff, the Village of Brookfield and the Defendants, the Chicago Title Land Trust Company, an Illinois corporation, as Trustee under the provisions of a certain Land Trust Agreement dated December 11, 1986, and known as trust number 860978, and Steve Campbell; and the court having examined the stipulation and being fully advised in the premises, finds that the Verified Complaint for Declaratory and Injunctive Relief has been fully compromised and settled, and the parties have stipulated and agreed to dismissal of the Verified Complaint for Declaratory and Injunctive Relief with prejudice, and that the court further finds that all costs have been paid.

IT IS, THEREFORE, ORDERED that the Verified Complaint for Declaratory and Injunctive

Relief is hereby dismissed with prejudice, with the parties to bear their own costs.		
	Dated:	
	ENTER:	
	Judge	
	Judge's No.	
AGREED: Village of Brookfield		
Andrew Y. Acker Attorney for Plaintiff, Village of Brookfield Storino, Ramello & Durkin 9501 West Devon Ave., 8th Floor Rosemont, IL 60018 847-318-9500 aacker@srd-law.com Cook County Attorney No. 16203 Chicago Title Land Trust Company, an Il provisions of a certain Land Trust Agree trust number 860978 and Steve Campbell	ment dated December 11, 19	ee under the
John M. Brom Attorney for Defendants Querrey & Harrow, Ltd. 175 W. Jackson Blvd., Suite 1600 Chicago, IL 60604 (312) 540-7000 jbrom@querrey.com Cook County Attorney No.	Date:	_,2014



8820 Brookfield Avenue • Brookfield, Illinois 60513-1688 (708) 485-7344 • FAX (708) 485-4971 www.brookfieldil.gov VILLAGE PRESIDENT Kit P. Ketchmark

VILLAGE CLERK
Catherine A. Colgrass-Edwards

BOARD OF TRUSTEES Ryan P. Evans Michael J. Garvey Nicole M. Gilhooley C.P. Hall, II Brian S. Oberhauser Michelle D. Ryan

VILLAGE MANAGER Riccardo F. Ginex

MEMBER OF Illinois Municipal League Proviso Township Municipal League West Central Municipal Conference

TREE CITY U.S.A. Since 1981

HOME OF THE CHICAGO ZOOLOGICAL SOCIETY

VILLAGE OF BROOKFIELD BROOKFIELD, ILLINOIS 60513

BROOKFIELD VILLAGE BOARD COMMITTEE OF THE WHOLE MEETING Tuesday May 27, 2014

7:00 p.m. or Immediately following Village Board Meeting
Edward Barcal Hall
8820 Brookfield Avenue
Brookfield, IL 60513

<u>AGENDA</u>

Α.	Discussion - GCG Financial Benefits Administrator Agreement
B.	Discussion - Elks Class 4 Liquor License
C.	Addresses from the Audience - Any member of the audience who wishes to
27.27	address the President and Village Board may do so at this time
D.	Adjournment



COMMITTEE ITEM MEMO

ITEM:

GCG Financial, Inc. Benefits Administrator Agreement

COMMITTEE DATE:

May 19, 2014

PREPARED BY:

Michelle Robbins, PHR

Director of Human Resources

PURPOSE:

To consider adoption of a resolution to enter into a one-year agreement with

GCG Financial, Inc. to act as our benefits administrator

BUDGET AMOUNT:

N/A

BACKGROUND:

GCG Financials, Inc. has been our benefits administrator since July 2008, coordinating our medical (including retirees), prescription drugs, vision, dental, and life insurance policies, as well as our Flexible Spending Account and our Wellness Program. GCG Financial has provided, and continues to provide, the Village and their employees with excellent customer service.

ATTACHMENTS:

- 1. GCG Financial, Inc. Consulting Agreement
- 2. GCG Financial, Inc. Amendment to the Consulting Agreement
- 3. Consultant's Certification
- 4. Benefit Insurance Summary Schedules

STAFF RECOMMENDATION:

Adopt a resolution authorizing the execution of the agreement by and between the Village of Brookfield and GCG Financial, Inc.

REQUESTED COURSE OF ACTION:

The Board adopts a resolution authorizing the execution of the agreement by and between the Village of Brookfield and GCG Financial, Inc. at the June 9 Board Meeting.

Consulting Agreement

This Consulting Agreement, hereinafter referred to as "Agreement" is between Village of Brookfield, hereinafter referred to as "Client" and GCG Financial, Inc., hereinafter referred to as "Consultant."

WHEREAS, Client wishes to obtain the assistance of Consultant with strategic benefit planning, design, funding, administration, and communication with respect to its employee benefit programs;

WHEREAS, Consultant has superior knowledge and expertise in assisting employers with designing and servicing employee benefit plans; and

WHEREAS, the parties wish to set forth their respective expectations;

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereby agree as follows:

1. Scope of Services to be Provided by Consultant

Consultant will provide Client with consulting, actuarial, and brokerage services for the following compensation and benefit programs listed below:

- Medical (including retirees)
- Prescription Drugs
- Vision
- Dental
- Life Insurance
- A. Strategic Benefit Planning. Consultant will provide assistance in developing overall plan benchmarks and targets to ensure that the plan meets the objectives of Client and its employees.
- B. Benefit Design. Consultant will help to ensure that benefit designs are consistent with the strategic benchmarks and targets set forth in the strategic benefit planning process.
- C. Administration. Consultant will identify core administrative services, assess vendor performance, and manage vendor relationships to provide appropriate program administration. Services will also include the development of a performance guarantee agreement between Client and its third party administrator if appropriate.
- D. Funding. Consultant will advise and counsel regarding program funding alternatives, including review fee proposals, recommend budget rates, employee contribution rates, and COBRA rates; select and procure appropriate stop loss terms; and monitor program costs against expectations.
- E. Communication. Consultant will assist in drafting and implementing employee communications regarding benefit program performance and changes, and assist in the review of plan documents and insurance certificates during the planning and enrollment process.

- F. Compliance Tools & Legislative Information. Consultant will provide informational materials on legislative developments impacting employee benefit plans, including access to online reference tools on topics such as FMLA, COBRA, HIPAA, HIPAA Privacy, and Section 125.
- G. Meetings with Client and Vendors. Services will include attendance at and facilitation of regular meetings with Client and vendors as needed to facilitate program management including day-to-day operations and planning program changes.
 - Consultant shall meet with Client on a quarterly basis to review all activities performed by Consultant during the prior quarter. The meetings will include discussion of business concerns, including presentations of options and recommendations.
 - Consultant shall meet with Client semi-annually to discuss review of the program, state of the
 marketplace, progress made toward strategic plan, and developments within Client's
 organization.
 - Consultant shall meet with Client, at a minimum, annually to review the stewardship report
 for the preceding year, create a stewardship report outlining the goals and objectives for the
 upcoming year, and agree upon Consultant's fees for the next twelve month period.
 - Day-to-Day Administrative Issues. Consultant shall provide assistance in the daily administration of programs, including resolution of vendor service issues and addressing questions and concerns raised by Client's employees and management.
- H. Stewardship Report. Consultant will develop and implement a detailed account stewardship plan, which should include, but not be limited to, the following:
 - Specific goals and objectives for Consultant's team relating to Client's programs; and
 - Detailed work plans which lay out the account management plan, work schedules, areas of concentration, timing, and information requirements.
- Data Analysis. Upon receipt of acceptable claims data, Consultant will provide Client with a) a summary health plan management report analyzing health care claims paid during the previous [twelve month period];

2. Disclosure and Record Keeping

- A. Full Disclosure. Client has the right to approve any arrangements and/or the utilization of any intermediaries in connection with, or arising out of, or in any way related to Client's insurance and risk management program. Consultant must seek approval from Client prior to the use of any of the above in connection with the Client's insurance and risk management program.
- B. Record Keeping. Consultant will maintain accurate and current files including, but not limited to, insurance policies and correspondence with insurers or brokers in accordance with industry standard record retention practice or as otherwise directed by Client.

3. Term & Termination

- A. Term. This initial term of this Agreement shall be one year, commencing on July 1, 2014 and ending June 30, 2015 ("Initial Term"). Thereafter, this Agreement will remain in effect until terminated as described below.
- B. Termination. This Agreement may be terminated by either party only as follows:

- a) Effective upon thirty (30) days advance written notice to the other party stating that such other party is in breach of any of the provisions of this Agreement, provided such breach (if able to be cured) is not cured within fifteen (15) days after the notice is received;
- b) effective upon six (60) days advance written notice to the other party given with or without reason; provided such notice is given after the Initial Term; or
- c) By mutual written agreement of the parties.

4. Cost of Services

Per Carrier Schedule - See Exhibit I

5. Personnel

Consultant will assign its personnel according to the needs of Client and according to the disciplines required to complete the appointed task in a professional manner. Consultant retains the right to substitute personnel with reasonable cause. The Account Management Team consists of the following individuals:

Primary Service Team:

Catherine Loney, Vice President of Public Sector

Brad Shaps, Senior Benefits Consultant

Amy Abell, Account Executive

Additional Key Resources:

Jennifer Stuckey, Account Manager

Jeff Kolker, Vice President Employee Benefits

6. Client's Responsibilities

Client will make available such reasonable information as required for Consultant to conduct its services. Such data will be made available as promptly as possible. It is understood by Consultant that the time of Client's personnel is limited, and judicious use of that time is a requirement of this Agreement. Client will make timely payments of the service fees as set forth elsewhere in this Agreement.

7. Records and Information

Consultant understands and agrees to limit its use and disclosure of protected health information as described in Exhibit 2.

8. Independent Contractor. It is understood and agreed that Consultant is engaged by Client to perform services under this Agreement as an independent contractor. Consultant shall use its best efforts to follow written, oral, or electronically transmitted (i.e., sent via facsimile or e-mail) instructions from Client as to policy and procedure.

9. Fiduciary Responsibility.

Client acknowledges that: (i) Consultant shall have no discretionary authority or discretionary control respecting the management of any of the employee benefit plans; (ii) Consultant shall exercise no authority or control with respect to management or disposition of the assets of Client's employee benefit plans; and (iii) Consultant shall perform services pursuant to this Agreement in a non-

fiduciary capacity. Client agrees to notify Consultant as soon as possible of any proposed amendments to the plans' legal documents to the extent that the amendments would affect Consultant in the performance of its obligations under this Agreement. Client agrees to submit (or cause its agent, consultants, or vendors to submit) all information in its (or their) control reasonably necessary for Consultant to perform the services covered by this Agreement.

10. Entire Agreement

This constitutes the entire Agreement between the parties, and any other warranties or agreements are hereby superseded.

Subsequent amendments to this Agreement shall only be in writing signed by both parties.

Village of Brookfield, Illinois Date:	GCG Financial, Inc. Date:
By: Kit P. Ketchmark, Village President	By: Alan Levitz, President
ATTEST:	ATTEST:
By:Catherine Colgrass-Edwards, Village Clerk	By:

Exhibit 1



Illinois Sales Group Producer Commission Agreement Schedule

Effectiva - October 1, 2010

The following commission table applies to all groups under the Standard Moducer Commission Agreement effective October 1, 2010 and replaces the Standard Moducer Commission Schoolis in effect paler to the effective date of this schoolib.

Small Group Commission Schedulo Health Products

ated Small Group:	Commission - Single	Commission - Family
23	\$12.00	\$24.00
4-15	\$30.00	\$60.00
16 25	\$25.00	150.00
26 50	\$20.00	\$40.00

2,00%
8.00% Graded

The above correctision applies to both the first year and removal and wall be poid monthly on a

- 1. This Connelston Schedule applies to groups placed with HCSC on or efter October 1, 2010 and for ealthing groups this Commission Schedule applies upon remark.
 2. Large Group Hon-Fromtom and HFXD only cases with negative double order within opposed commission rates or formulas must be schmitted on an Individual Case Commission Appearant.
 3. Regulated Small Group means those groups that have 50 on less total complayees regentless of the total 4 mindling.
 4. Regulated Small Group means those groups that have 50 on less total complayees regentless of the total 4 discolling.
 6. Hate This group size category assignments are determined at the time of the new safe or annual policy consistent and will remain in effect unit the next consult policy recent.

A Unstancial death (See Senter Concreten, a M. ford Copil Part See Optique and depended Distrate of Le Blue Costs and Blue Ericht Assessment

GCG FINANCIAL, INC.

Business Associate Agreement for HIPAA Privacy and Security Compliance

WHEREAS, GCG Financial, Inc. ("GCG") acknowledges that it is a "Business Associate" (as that term is defined in the HIPAA Rules (as defined herein)) of the group health plan (the "Plan") sponsored by the Client named below; and

WHEREAS, GCG, Client and Plan further acknowledge that, in the course of providing insurance services and employee benefit plan advice to the Plan or Client, GCG may use or disclose health information relating to Participants in the Plan; and

WHEREAS, GCG, Client and Plan desire to comply with the requirements of HIPAA, the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), and the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules to the extent any of the foregoing laws are applicable to the parties (collectively, the "HIPAA Rules");

NOW THEREFORE, GCG, Client and Plan enter into this Business Associate Agreement (the "Agreement") as a means of protecting the privacy of health information relating to Participants in the Plan as necessary for compliance with the requirements of the HIPAA Rules; and

THE PARTIES FURTHER AGREE, that all ambiguities in this Agreement shall be resolved to carry out such compliance.

ARTICLE 1

DEFINITIONS

Generally. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: breach, data aggregation, designated record set, disclosure, health care operations, individual, minimum necessary, notice of privacy practices, protected health information, required by law, secretary, security incident, subcontractor, unsecured protected health information, and use.

1.2 Specific Defined Terms.

- (a) "Electronic Protected Health Information" or "e-PHI" has the same meaning as the term "electronic protected health information" in 45 CFR 160.103, limited to information that GCG creates, accesses, or receives from or on behalf of the Plan.
- (b) "Participant" has the meaning assigned to it in the applicable Plan document, except that, solely for purposes of this Agreement, "participant" shall also include an individual whose participation in the Plan has terminated, but for whom the parties continue to maintain or transmit PHI.
- (e) "Protected Health Information" or "PHI" has the same meaning as the term "protected health information" in 45 CFR 160.103, limited to information that GCG creates, accesses, or receives from or on behalf of the Plan.

ARTICLE 2

OBLIGATIONS AND ACTIVITIES OF GCG

2.1 GCG agrees to:

- (a) Not use or disclose protected health information other than as permitted or required by this Agreement or as required by law;
- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by this Agreement;
- (c) Report to the Plan any use or disclosure of protected health information not provided for by this Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;
- (d) In accordance with 45 CFR 164.502(c)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of GCG agree in writing to the same restrictions, conditions, and requirements that apply to GCG with respect to such information;
- (e) Maintain and make available the information required to provide an accounting of disclosures to the Plan as necessary to satisfy the Plan's obligations under 45 CFR 164.528; and
- (f) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.
- 2.2 <u>Designated Record Sets.</u> Unless expressly stated otherwise in a written agreement between the parties to this Agreement, GCG, Plan and Client do not intend for GCG to maintain protected health information in a designated record set. In the event that GCG does maintain designated record sets on behalf of the Plan, GCG agrees to:
 - (a) Make available protected health information in a designated record set to the Plan as necessary to satisfy the Plan's obligations under 45 CFR 164.524; and
 - (b) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the Plan pursuant to 45 CFR 164.526, or take other measures as reasonably necessary to satisfy the Plan's obligations under 45 CFR 164.526.
- 2.3 Subpart E. Unless expressly stated otherwise in a written agreement between the parties to this Agreement, GCG, Plan and Client do not intend for GCG to carry out any of the Plan's obligations under Subpart E of 45 CFR Part 164. In the event GCG does perform such functions, GCG will comply with the requirements of Subpart E that apply to the Plan in the performance of such obligation(s).
- 2.4 Permitted Uses and Disclosures by GCG.
 - (a) GCG may use or disclose protected health information as necessary to perform the services set forth in the underlying service agreement between GCG and Client.
 - (b) GCG may use or disclose protected health information as required by law.

- (c) GCG agrees to make uses and disclosures consistent with the minimum necessary requirements under the HIPAA Rules.
- (d) GCG may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by the Plan, except for the specific uses and disclosures set forth below.
- (e) GCG may use protected health information for the proper management and administration of GCG or to carry out the legal responsibilities of GCG.
- (f) GCG may disclose protected health information for the proper management and administration of GCG or to earry out the legal responsibilities of GCG, provided the disclosures are required by law, or GCG obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies GCG of any instances of which it is aware in which the confidentiality of the information has been breached.
- (g) GCG may use protected health information to provide data aggregation services relating to the health care operations of the Plan.

ARTICLE 3

PLAN OBLIGATIONS AND LIMITS

3.1 Obligations of Plan.

- (a) The Plan shall notify GCG of any limitation(s) in the Plan's notice of privacy practices, to the extent that such limitation may affect GCG's use or disclosure of protected health information.
- (b) The Plan shall notify GCG of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect GCG's use or disclosure of protected health information.
- (c) The Plan shall notify GCG of any restriction on the use or disclosure of protected health information that the Plan has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect GCG's use or disclosure of protected health information. In the event that an Individual makes such a request, the Plan agrees to allow GCG a reasonable amount of time to determine whether it is feasible for GCG to comply with the requested restriction. The Plan further agrees to allow GCG a reasonable amount of time to act on any such restriction on the use or disclosure of an Individual's PHI.
- (d) The Plan shall notify GCG of Plan policies and procedures governing the use and disclosure of PHI, and any changes in such policies and procedures, to the extent such policies and procedures may impact GCG's ability to perform its obligations under this Agreement. The Plan further agrees to allow GCG a reasonable amount of time to act on any such changes in applicable policies and procedures.
- (c) The Plan shall not disclose any PHI to GCG, unless the Plan has first obtained any consents and authorizations that are required by law or that are otherwise necessary for such disclosure.

- 3.2 Permissible Requests by the Plan.
 - (a) Except with respect to Sections 2.2(e), (f) and (g), the Plan shall not request GCG to use or disclose PHI in any manner that would be impermissible under the HIPAA Rules or other applicable federal or state law if done by the Plan.

ARTICLE 4

TERM, TERMINATION AND AMENDMENT

- 4.1 <u>Effective Date and Termination</u>. This Agreement shall become effective on the date signed below, unless otherwise indicated herein, and shall terminate as follows:
 - (a) The Agreement shall terminate when the relationship between GCG and Client ends.
 - (b) The Agreement shall terminate when either party reasonably determines that the other party has materially breached the terms of this Agreement; provided, however, that the non-breaching party shall provide the breaching party with an opportunity to cure the breach within thirty (30) days. This cure period shall start upon receipt by the breaching party of written notice indicating the reasons the non-breaching party believes the Agreement has been breached and describing the alleged breach in sufficient detail to enable the breaching party to make its own assessment of whether a material breach has occurred.
- 4.2 <u>Effect of Termination</u>. Upon the termination of this Agreement, with respect to GCG agrees that it shall
 - (a) Upon termination of this Agreement, with respect to protected health information received from the Plan, or created, maintained, or received by GCG on behalf of the Plan, GCG shall
 - (i) Retain only that protected health information which is necessary for GCG to continue its proper management and administration or to carry out its legal responsibilities;
 - (ii) Return to the Plan or, if agreed to by the Plan, destroy the remaining protected health information that GCG still maintains in any form;
 - (iii) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as GCG retains the protected health information;
 - (iv) Not use or disclose the protected health information retained by GCG other than for the purposes for which such protected health information was retained and subject to the same conditions set out at Sections 2.2(e), (f) and (g) which applied prior to termination; and
 - (v) Return to the Plan or, if agreed to by the Plan, destroy the protected health information retained by business associate when it is no longer needed by GCG for its proper management and administration or to carry out its legal responsibilities.
 - (b) Notwithstanding the foregoing, if GCG determines that return or destruction of any protected health information is not feasible, GCG agrees to notify the Plan and Client accordingly. In such event, GCG further agrees to extend the protections of this Agreement to the protected

health information that it retains for so long as GCG continues to retain such protected health information and to limit further uses and disclosures of such protected health information to those purposes that make the return or destruction infeasible.

- 4.3 Amendment. The parties agree that this Agreement may be amended from time to time as necessary for the parties to comply with the requirements of the HIPAA Rules. Any such amendment to this Agreement must be in writing and signed by the parties.
- 4.4 <u>Survival</u>. The obligations of GCG under this Article shall survive termination of this Agreement.

ARTICLE 5

MISCELLANEOUS TERMS

- 5.1 <u>Regulatory References.</u> A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended to the extent applicable to GCG, the Plan or Client.
- 5.2 <u>Interpretation</u>. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.
- 5.3 No Third-Party Rights. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and respective successors or assigns, agents, representatives and subcontractors of the parties, any rights, remedies, obligations or liabilities whatsoever.
- 5.4 <u>Notices.</u> All notices required or desired in connection with this Agreement shall be sufficient, if given by certified mail addressed to the party receiving the notice at the address designated herein or at such other address as may be agreed to in writing by the parties.
- 5.5 <u>Counterparts; Facsimiles.</u> This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.
- 5.6 Governing Law. If any dispute arises under this Agreement, it shall be construed in accordance with Illinois law, to the extent that federal law is not applicable thereto. The situs of any litigation involving this Agreement shall be in the state court located in Lake County, Illinois, or if federal jurisdiction is available, the federal court covering Lake County, Illinois.
- 5.7 Entire Agreement. This Agreement sets forth the entire understanding of the parties with respect to the subject matter set forth herein and supersedes all prior agreements, arrangements and communications, whether oral or written, pertaining to the subject matter hereof.
- 5.8 Agency. Notwithstanding anything herein to the contrary, GCG is an independent contractor providing services to the Plan and Client and shall not be an agent of the Plan or Client.

GCG Financial, Inc. 3000 Lakeside Dr. Suite 200 S. Bannockburn, IL 60015 Date: _____ (Signature of Authorized Client Representative) (Client Name & Address) Date: _____ (Signature of Plan Privacy Official or other representative) (Plan Representative Name & Address)

Date: _____

Appendix A	
Plan and Client hereby designate the following who are permitted to use and di	Howing employees as responsible for the Plan's administrative sclose PHI (including e-PHI):
· · · · · · · · · · · · · · · · · · ·	

AMENDMENT TO THE CONSULTING AGREEMENT

WITH

GCG FINANCIAL, INC.

This Amendment to the Consulting Agreement made this _____day of June, 2014, between the Village of Brookfield, Illinois (the "Village"), an Illinois municipal corporation, and GCG Financial, Inc., an Illinois corporation ("GCG"), for strategic benefit planning, design, funding, administration and communication with respect to the village's employee benefit programs amends and modifies the terms and conditions of the Consulting Agreement and the terms and conditions of this Amendment are hereby incorporated into the Consulting Agreement. To the extent that the terms and conditions of this Amendment are inconsistent with the terms and conditions of the Consulting Agreement, the terms and conditions of this Amendment shall supersede the inconsistent terms and conditions of the Consulting Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged GCG hereby agrees as hereinafter set forth:

1. Certifications.

- 1.1 GCG shall submit to the Village a certification that GCG, its shareholders holding more than five percent (5%) of the outstanding shares of the GCG, its officers and directors are:
 - 1.1.1 not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
 - 1.1.2 not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
 - 1.1.3 not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.
- 1.2 In addition, GCG shall represent and warrant to the Village that as a condition of any Agreement with the Village that:
 - 1.2.1 GCG maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 et seq.);
 - 1.2.2 GCG provides equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.)

- 1.2.3 GCG is in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy;
- 1.2.4 no Village official, spouse or dependent child of a Village official, agent on behalf of any Village official or trust in which a Village official, the spouse or dependent child of a Village official or a beneficiary is a holder of more than five percent (5%) of GCG in accordance with Code of Ordinances of the Village of Brookfield, Chapter 3, Article XI;
- 1.2.5 no officer or employee of the Village has solicited any gratuity, discount, entertainment, hospitality, loan, forebearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the bidder in violation of Chapter 2, Article XIX of the Code of Ordinances of the Village of Brookfield; and
- 1.2.6 GCG has not given to any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forebearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Chapter 2, Article XIX of the Code of Ordinances of the Village of Brookfield.

Village:	GCG:
Village of Brookfield, Illinois	GCG Financial, Inc.
By: Kit P. Ketchmark, Village President	By:Alan Levitz, President
ATTEST:	ATTEST:
By:Catherine Colgrass-Edwards,	By:

CONSULTANT'S CERTIFICATION

I, Alan Levitz, hereby certify, represent and warrant to the Village of Brookfield, Illinois (the "Village"), as a condition of any Agreement with the Village that GCG, its shareholders holding more than five percent (5%) of the outstanding shares of GCG, its officers and directors are:

- 1. not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
- 2. not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
- 3. not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1.

In addition, GCG hereby represents and warrants to the Village as a condition of any Agreement with the Village that GCG:

Pursuant to 30 ILCS 580/1 et seq. ("Drug-Free Workplace Act"), will provide a drug-free workplace by:

A. Publishing a statement:

- Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in GCG's workplace.
- 2. Specifying the actions that will be taken against employees for violations of such prohibition.
- 3. Notifying the employee that, as a condition of employment on this Agreement, the employee will:
 - a. abide by the terms of the statement;
 - notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

- B. Establishing a drug-free awareness program to inform employees about:
 - 1. the dangers of drug abuse in the workplace;
 - 2. GCG's policy of maintaining a drug-free workplace;
 - 3. any available drug counseling, rehabilitation, and employee assistance program; and
 - 4. the penalties that may be imposed upon employees for drug violations.
- C. Making it a requirement to give a copy of the statement required by Subsection A to each employee engaged in the performance of the Agreement, and to post the statement in a prominent place in the workplace.
- D. Notifying the Village within ten (10) days after receiving notice under Paragraph A.3(b) from an employee or otherwise receiving actual notice of such conviction.
- E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
- F. Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- 2. During the performance of this Agreement, GCG agrees as follows:
 - A. It will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
 - B. If it hires additional employees in order to perform this Agreement or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit; and it will hire for each job

classification for which employees are hired in such a way that minorities and women are not underutilized.

- C. In all solicitations or advertisements for employees placed by him or on his behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- D. It will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of GCG's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with GCG in its efforts to comply with such Act and Rules and Regulations, GCG will promptly so notify the Illinois Department of Human Rights; and the Village and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- E. It will submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the Village, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- F. It will permit access to all relevant books, records, accounts and work sites by personnel of the Village and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- G. It will not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their Services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis or race, creed, color, or national origin because of habit, local custom, or otherwise.
- GCG has and will have in place and will enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105 (A)(4).

- 4. No Village officials, their spouses, their dependent children, or no agent of any Village official or trust in which a Village official, his or her spouse or dependent children of a Village official is a beneficiary of GCG.
- 5. No officer or employee of the Village has solicited any gratuity, discount, entertainment, hospitality, loan, forebearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from GCG in violation of Chapter 2, Article XIX of the Code of Ordinances of the Village of Brookfield.
- 6. GCG has not given to any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forebearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Chapter 2, Article XIX of the Code of Ordinances of the Village of Brookfield.

Dated: June, 2014	GCG:
	By:Alan Levitz, President
STATE OF ILLINOIS)) SS.
COUNTY OF COOK)	
certify that Alan Levitz appe	notary public in and for the State and County aforesaid, hereby cared before me this day in person and, being first duly sworn on executed the foregoing certification as his free act and deed.
Dated: June , 2014	Notary Public

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# July 1, 2014 Health Insurance Summary

# Blue Cross Blue Shield of Illinois

| In-Network        | \$20 PCP/\$40 Spec/\$0 Wellness | None                  | 100%               | 100%        | \$1,500                 | \$150    | \$10/\$40/\$60 |           |
|-------------------|---------------------------------|-----------------------|--------------------|-------------|-------------------------|----------|----------------|-----------|
|                   | §0 Wellness                     | None                  | 100%               | 100%        | \$1,500                 | \$150    | \$10/\$40/\$60 |           |
| BlueAdvantage HMO | Dr. Office Visit                | Individual Deductible | Innationt Hospital | O-insurance | OOP Max (including Ded) | FR Copax | Rx Conavs      | of colors |



# July 1, 2014 Health Insurance Summary

## Blue Cross Blue Shield of Illinois

|                                                        | 7/1/13 Renewal (with estimated | 7/1/14 BC Renewal (with ACA |
|--------------------------------------------------------|--------------------------------|-----------------------------|
|                                                        | ACA taxes/fees)                | taxes/fees)                 |
| BCBS PPO                                               | NPP73326                       | NPP73326                    |
|                                                        | \$662.61                       | \$721.94                    |
| Employee + Shouse                                      | \$1,435.81                     | \$1,567.01                  |
| Employee + Child(ren)                                  | \$ \$1,268.83                  | \$1,393.76                  |
| Esmily                                                 | \$2,042.03                     | \$2,238.84                  |
| Medicare - Single                                      | \$457.74                       | \$498.33                    |
| Medicare Family                                        | \$915.50                       | \$996.65                    |
| 2                                                      | \$26,273.20                    | \$28,762.70                 |
| Monthly Total                                          | \$26,273                       | \$28,763                    |
| Annual Totals                                          | \$315,278                      | \$345,152                   |
| Increase over 7/1/13 with est. ACA taxes/fees included | /fees                          | 9.48%                       |
|                                                        |                                |                             |

| BCBS PPO                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | In-Network       | In-Network Out-of-Network | In-Network    | n-Network Out-of-Network |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|---------------------------|---------------|--------------------------|
| Dr. Office Visit (In-network)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$20 PCP/\$40 \$ | Spec/\$0 Wellness         | \$20 PCP/\$40 | Spec/\$0 Wellness        |
| Individual Deductible                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | \$500            | \$1,000                   | \$500         | \$1,000                  |
| Family Deductible                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | \$1,500          | \$3,000                   | \$1,500       | \$3,000                  |
| Co-insurance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | %08              | %09                       | %08           | %09                      |
| Individual OOP Max. (including Ded)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | \$1,500          | \$3,000                   | \$1,500       | \$3,000                  |
| Family OOP Max. (including Ded)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$4,500          | 000.6\$                   | \$4,500       | \$9,000                  |
| FR Conav                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                  | \$150                     | •             | \$150                    |
| Rx Conavs (In-Network)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | \$10/            | 310/\$40/\$60             | <i>\$</i> 10/ | \$10/\$40/\$60           |
| Company of many of many of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the |                  |                           |               |                          |



# July 1, 2014 Dental Insurance Summary

Delta Dental

Delta Dental

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|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Commence                     | Penemal                      |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Current                      | Action Plan 285              |
| DHMO                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | DHMO Plan 285                | DHMO Plan 285                |
| Employee 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | \$16.63                      | \$16.63                      |
| Employee & Spouse 0                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$30.75                      | \$30.75                      |
| Employee & Child                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$34.73                      | \$34.73                      |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$48.86                      | \$48.86                      |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$149.08                     | \$149.08                     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                              | Cad                          |
| Odd                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | PRO 25.25                    | SS 36                        |
| Employee                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 333.10                       | 01.00                        |
| Ų                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | \$/152                       | 25.174                       |
| Employee & Child                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$79.82                      | 28.675                       |
| Family 43                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$121.38                     | \$121.38                     |
| 901                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$8.682.94                   | \$\$.682.94                  |
| Dental Monthly Totals                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$8,832                      | \$8,832                      |
| Administrative Fee                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | os<br>S                      | os e                         |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                              |                              |
| Monthly Total                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | S\$,832                      | \$8,832                      |
| Annual Totals 110                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | \$105,984                    | \$105,984                    |
| Percentage Based off of Current                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                              | 0.0%                         |
| Telement Description of the control of                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                              |                              |
| Total Annual S Increase from Current                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                              | SO                           |
| Okad                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Noteson's                    | Jacuston-ul                  |
| Office Visit Conne                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 00                           | 05                           |
| Omec Visit Copay                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Fre Schodule                 | For Schedule                 |
| Resident                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Foe Schodule                 | Fee Schedule                 |
| Meior                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Too Cohodulo                 | The Coppedition              |
| ivajor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | TI-II-II-II                  | Serior I                     |
| Amnual Maximum                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Onlimited                    | Committee                    |
| Orthodontia Orthodontia Lifetime Maximum                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Fee Schedule<br>Fee Schedule | Fee Schedule<br>Fee Schedule |
| Odd                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | In-Network Out-of-Network    | In-Network Out-of-Network    |
| Individual Annual Deductible                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                              |                              |
| Family Annual Deductible                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$150                        | \$150                        |
| Preventive                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                              | 100% 100%                    |
| Basic                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                              |                              |
| Major                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                              | %05 20%                      |
| Endodontics                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Basic                        | Basic                        |
| Periodontics                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Basic                        | Basic                        |
| Annual Maximum                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$1,000                      | S1,000                       |
| Orthodontia                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 20%                          | 20%                          |
| Orthodontia Lifetime Maximum                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$1,000                      | \$1,000                      |
| Reasonable & Customary                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | MPA                          | MPA                          |
| Rate Guarantee                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 1 Year                       | 1 Year                       |



# July 1, 2014 Vision Insurance Summary

Delta Dental

|                                      | Delta Dental                          |
|--------------------------------------|---------------------------------------|
|                                      | Current                               |
| Vision                               | Delta Vision                          |
| Employee<br>Employee & Spouse        | 7 \$5.57<br>8 \$10.88                 |
| Employee & Child                     | 5 \$12.17                             |
| rammy                                | 20 \$213.88                           |
| Monthly Total                        | \$214                                 |
| Annual Totals                        | 20 \$2,567                            |
| Percentage Based off of Current      | , , , , , , , , , , , , , , , , , , , |
| Total Annual S Increase from Current | urrent                                |

| Renewal Delta Vision \$5.57 \$10.88 \$12.17 \$17.57 \$213.88 | \$2,567<br>0.0%<br>\$0 |
|--------------------------------------------------------------|------------------------|
|--------------------------------------------------------------|------------------------|

| ,               | ****             | Ont of Waterway |
|-----------------|------------------|-----------------|
| Out-of-Network  | In-Network       | Out-OI-Network  |
| onths           | 12 M             | 12 Months       |
| onths           | 12 M             | 12 Months       |
| onths           | 12 M             | 12 Months       |
| onths           | 24 N             | 24 Months       |
| \$35 Allowance  | \$10 Copay       | \$35 Allowance  |
| \$25 Allowance  | \$25 Copay       | \$25 Allowance  |
| \$25 Allowance  | \$25 Copay       | \$25 Allowance  |
| \$25 Allowance  | \$25 Copay       | \$25 Allowance  |
|                 | \$100 Allowance; |                 |
| \$50 Allowance  | 20% Off Addt1    | \$50 Allowance  |
|                 | Balance          |                 |
| \$200 Allowance | Paid in Full     | \$200 Allowance |
|                 | \$80 Allowance;  |                 |
| \$64 Allowance  | 15% Off Addt1    | \$64 Allowance  |
|                 | Balance          |                 |
|                 |                  |                 |

\$25 Copay \$25 Copay \$100 Allowance;

\$25 Copay

Single Vision Lenses

Copayments Eye Exam Bifocal Lenses Trifocal Lenses

\$10 Copay

20% Off Addt1

Balance

12 Months 12 Months 12 Months 24 Months

In-Network

Service Frequency

Eye Exam

Lenses

Contacts Frames

| Plan on it;   | 5050<br>600 |
|---------------|-------------|
| oll. Do well. |             |
| 3             |             |

N/A

15% Off Retail

N/A

15% Off Retail

Additional Benefits Laser Vision Correction

Balance

\$80 Allowance; 15% Off Addrl

Paid in Full

Medical Necessary

Elective

Contacts

Frames



March 19, 2014

Ms. Catherine Loney Senior Employee Benefits Consultant GCG Financial Incorporated 3000 Lakeside Drive, Suite 200 South Bannockburn, IL 60015

Re:

Village of Brookfield, IL

7/1/14 Life Insurance Renewal

### Dear Catherine:

The group Basic Life and AD&D coverage for the Village of Brookfield will be renewing on July 1, 2014. After careful review, we are pleased to inform you that no rate adjustments are required. Madison National Life has agreed to renew the group's inforce contract for one year at the following existing rates:

|            | <b>Current Rates</b> | Renewal Rates      |
|------------|----------------------|--------------------|
| Basic Life | \$.13 per \$1,000    | \$.13 per \$1,000  |
| AD&D       | \$.025 per \$1,000   | \$.025 per \$1,000 |

These rates are guaranteed until July 1, 2015, assuming no changes in the current benefit structure. Should the group wish to make changes, the rates would be subject to review.

If you have any questions or if we may be of any other assistance, please feel free to call me.

Sincerely,

NATIONAL INSURANCE SERVICES

Lance A. Pfarrer

Account Representative

C. Amy Abell, GCG Financial



ITEM:

Class 4 Liquor License - 9022 31st Street

Cicero-Berwyn Lodge No. 1510, Benevolent & Protective Order of Elks

**COMMITTEE DATE:** 

May 27, 2014

PREPARED BY:

Theresa M. Coady

PURPOSE:

Board approval of a Class 4 Liquor License

BUDGET AMOUNT:

N/A

### BACKGROUND:

Cicero-Berwyn Order of Elks have purchased the property at 9022 31<sup>st</sup>. Street. They are applying for a Class 4 Liquor License. Below is the description of a Class 4 license:

CLASS 4. Authorizes the sale of all alcoholic liquors by incorporated clubs which have held a national or State charter of incorporation for a period of at least two (2) full years prior to making of application for such license, and provided that the sale of liquor shall be made to duly authorized members and their guests only such liquor to be consumed on premises.

### HOURS NO LIQUOR WILL BE SOLD

Every day between the hours of 2:00 a.m. and 7:00 a.m., except Sunday which shall be between 2:00 a.m. and 11:00 a.m.

The annual fee for a Class 4 license is \$350.00

They have completed the appropriate paperwork and had a background check.

### **ATTACHMENTS:**

None.

### STAFF RECOMMENDATION:

Staff requests the Village Board consider the applicants request for the Class 4 Liquor License.

### REQUESTED COURSE OF ACTION:

An Ordinance to approve this request be prepared and voted on at the June 9,2014 Village Board Meeting.